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OF
FINES
AND
RECOVERIES.

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A
PRACTICAL TREATISE
OF
FINES
AND
RECOVERIES:

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Geo Wilson

REVISED and CORRECTED

By a GENTLEMAN of the *Inner Temple*, sometime Clerk in the Office of one of the Prothonotaries of the Court of *Common Pleas*.

In the SAVOY: 8^s

Printed by HENRY LINTOT, Law-Printer to the King's most Excellent Majesty; for D. Browne, at the *Black Swan* without *Temple-Bar*; J. Shuckburgh, at the *Sun* between the two *Temple-Gates*; and J. Moxrall, at the *Dove* in *Bell-Yard*, near *Lincoln's Inn*. M DCC LIII.

1753

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Hilary Term, 17 Geo. 2.

Fines.

WHEREAS by a Rule of this Court made in the 13th Year of the Reign of his late Majesty King George, It was ordered, That no Fine whatsoever taken and acknowledged before any Commissioners, by Virtue of a Writ of Dedimus Potestatem to them directed, be allowed to pass, unless some Person present when such Fine was taken and acknowledged did personally appear before the Lord Chief Justice, or some other Justice of this Court, and was examined upon Oath touching the due Execution thereof, and particularly whether such Person knew the Parties acknowledging such Fine; which Rule has been found by Experience to be attended with Inconveniencies, and has not answered all the good Purposes for which it was intended; for Remedy thereof, and the better to ascertain the Practice for the future,

It is ordered by this Court, That from and after the first Day of next Michaelmas Term, instead of an Oath, made *Viva voce*, of the due Acknowledgment of such Fines, an Affidavit or Affidavits in Writing on Parchment shall be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same shall swear, That he or they knew the Party or Parties acknowledging such Fine, That the same was duly signed and acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding;

Hil. Term, 17 Geo. 2.

derstanding; That the Femes Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them knew the same to be a Fine to pass his, her or their Estate or Estates; which Fine, together with such Affidavit or Affidavits annexed, shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits shall remain annexed to such Fine, and be left with the same in the proper Office. **And it is Ordered,** That all and every such Affidavit and Affidavits as aforesaid, except where the Person or Persons at the Time of their acknowledging the Fine are in *Ireland*, or some other Parts beyond the Seas, shall be made by some Attorney or Attornies of the Courts of *Westminster-Hall*, or of the great Sessions in *Wales*, or of the Counties Palatine of *Chester*, *Lancaster* and *Durham*, and shall be sworn before a Person duly authorised to take Affidavits in this Court.

And it is further Ordered, That if any such Affidavit or Affidavits as aforesaid shall be made and annexed to any Fine, and transmitted to the Lord Chief Justice or any other Justice of this Court for his *Allocatur* thereon, before the said first Day of *Michaelmas* Term, the same shall be received and allowed instead of an Oath, made *Viva voce*, of the due Acknowledgment of such Fine.

By the Court.

The

Hil. Term, 17 Geo. 2.

*The Form of an Affidavit of the due Caption
of a Fine.*

In the Common Pleas.

A. B. of — in the County of — one of the
Attornies of his Majesty's Court of — and one
of the Commissioners named in the Writ of Dedi-
mus potestatem, for taking the Acknowledgment
of the Fine hereunto annexed, maketh Oath and
saith, That he knows C. D. and E. his Wife, and
F. G. and H. his Wife, the Conusors named in the
said Fine, and that the same was duly signed and
acknowledged by them before this Deponent and J. K.
Gentleman, the other Commissioner named in the said
Writ; and that the said C. D. and E. his Wife,
and F. G. and H. his Wife, and also this Deponent
and the said J. K. were at the Time of taking and
acknowledging the said Fine all of full Age and com-
petent Understanding. That the said E. and H.
were solely and separately examined apart from their
Husbands, and freely and voluntarily consented to
and acknowledged the said Fine, and that the said
Conusors and every of them knew the same to be a
Fine to pass his, her or their Estate and Estates.

A. B.

Sworn at — in the County
of — the — Day of
— in the Year of our
Lord — before me

L. M. one of, (&c.)

Or

Hil. Term, 17 Geo. 2.

Or thus, if the Affidavit is not made by a
Commissioner.

In the Common Pleas.

A. B. of — in the County of — one of
the Attornies of the Court of — maketh Oath
and saith, That he knows C. D. and E. his Wife,
and F. G. and H. his Wife, the Conusors named in
the Fine hereunto annexed, and that the said Fine
was duly signed and acknowledged by them in this
Deponent's Presence, and that they the said C. D.
and E. his Wife, and F. G. and H. his Wife, and
also J. K. and L. M. Gentlemen, the Commissioners
taking the same Fine, were at the Time of taking
thereof all of full Age, &c. as in the former.

If there be only one Conusor and his Wife,
say — and each of them —

Hilary

Hilary Term, 26, 27 Geo. 2.

WH E R E A S by a Rule of this Court, made in *Hilary* Term in the Seventeenth Year of the Reign of his present Majesty, It was Ordered, That from and after the first Day of the then next *Michaelmas* Term, instead of an Oath, made *Viva voce*, of the due Acknowledgment of Fines, an Affidavit or Affidavits in Writing on Parchment should be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same should swear, That he or they knew the Party or Parties acknowledging such Fine, That the same was duly signed and acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding; That the Females Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them, knew the same to be a Fine to pass his, her or their Estate or Estates; which Fine, together with such Affidavit or Affidavits annexed, should be transmitted to the Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits should remain annexed to such Fine, and be left with the same in the proper Office: Which Rule has been found by Experience to have answered many, but not all the good Purposes for which it was intended: To make therefore the same more effectual and compleat, and the better to ascertain the Practice for the future,

Hil. Term, 26, 27 Geo. 2.

It is Ordered by this Court, That from and after the first Day of next *Michaelmas* Term, in the Affidavit or Affidavits made in Pursuance of such Rule, the Person or Persons so making the same, shall not only swear as they are directed by the said Rule, but also that the Fine was duly signed and acknowledged upon the Day and Year or Days and Years mentioned in the Caption; and if there be any Razure or Interlineation in the Body or Caption of such Fine, that such Razure or Interlineation was made before the Party or Parties signed the said Fine, and before the Caption was signed by the Commissioners: Which Affidavit or Affidavits shall be annexed to the Fine, and shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and shall remain annexed to such Fine, and be left with the same in the proper Office, as is directed by the said Rule.

By the Court.

An Addition to be made to the former Affidavit.

And this Deponent further saith, That the said Fine was duly signed and acknowledged, upon the Day and Year mentioned in the Caption, (or upon the several Days and Year or Years respectively mentioned in the Captions, if there happen to be more Captions than one;) and that the Razure or Interlineation (Razures or Interlineations) in the Body (or in the Caption or Captions) of such Fine (as the Case shall happen) was (or were) made before the Party (or Parties) signed the said Fine, and before the Caption (or Captions) was (or were) signed by the Commissioners.

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NOtwithstanding the Practice of
Passing FINES and RECOVERIES are and have been in the
highest Veneration from very ancient to
the present Time; yet very few Treatises (and some of those long since)
have been published on this valuable
and nice Branch of our Laws, which are
to be depended on; and as the Statutes,
Determinations, and later Rules of
Court, must have made very considerable
Alterations in the Practice, the
following Compendious Treatise is offered
to the Public; and we make no
Doubt of its kind Acceptation, as it
contains not only the Laws brought
down to the present Time, but also a
well-chosen Collection of the choicest
PRECEDENTS of this Manner of conveying

A 2

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OF

O F

F I N E S.

A Fine, is an Agreement upon Record made with the King's Consent and Licence, and acknowledged by the Parties to the same upon a Writ of Covenant, or other original Writ, of Lands, Tenements or Herediments, before the Justices of the Common Pleas, or others thereunto authorised, and ingrossed of Record in the same Court. It is grown at this Day to be the most common Assurance or Conveyance, and is the Strength of almost every Man's Inheritance.

The Description of a Fine, and from whence it derives its Name.

Glanvil, speaking of Fines, says thus: *Glanvil, Contingit autem aliquando loquelas motas in Curia Domini Regis, per amicabilem Compositionem & finalem Concordiam terminari, sed ex consensu & licentia Domini Regis, vel ejus Justiciariorum.* He also says, *Quod dicitur talis concordia finalis, eo quod finem imponit negotio, adeo ut neuter litigantium ab ea de cætero poterit recedere.* And according to *Bracton*, *Finis est extremitas uniuscujusque rei, hoc est idem in quo unaquæque res terminatur; & ideo*

Bracton.

dicitur finalis concordia, quia imponit finem litibus.

Stat. de finibus levatis,
27 Ed. 1.

In the Statute *de finibus levatis*, 27 Ed. 1. Stat. 1. cap. 1. are these Words: *Quia Fines in Curia nostra levati finem litibus imponere debent & imponunt: Ideo fines vocantur maxime, cum post duellum, vel magnam assisam in suo casu ultimum locum finalem teneant imperpetuum.*

Plowden.

In *Plowden* 357. a. A Fine, for its Worthiness, and the Peace and Quiet it brings, is termed *finis, fructus, exitus & effectus legis*.

A Fine being one of the highest Matters of Record, was first instituted for the quiet Establishing and sure Settling of Mens Inheritances; and as the Common Law hath, prescribed a sure and safe way to acquire and get the Property of Goods by Sale in Market overt, so also hath the Common Law ordained a sure Manner of Conveyance for the Purchasing Lands, which is by Fine.

The Antiquity of Fines.

Fines are of very great Antiquity at the Common Law, and are as antient as any Court of Record.

Stat. de finibus levatis,
27 E. 1. A.D. 1299.

In the Statute *de Finibus Levatis*, made 27 E. 1. Anno Domini 1299, speaking of Averments that were allowed in Avoidance of Fines, and for which Cause the Statute was made, it is said, that those Averments were *contra Legem & contra Regni Antiquitatem usitatam*.

Glanvil.

Glanvil, who was Chief Justice of England in the 28th Year of Henry the Second, Anno Domini 1181, gives us the Antient Form of levying a Fine.

In

Of Fines.

3

In *Plowden* 368. b. it is said, that no Point of our Law is of greater Antiquity; and *Catlyn* is said to cite many Fines of Antiquity, and some before the *Conquest*, touching the Possessions of the Abbot of *Crowland*.

There are five Parts of every Fine, viz. *Of the Parts*
First the original Writ, as appeareth by the Statute *de modo levandi Fines*, Anno 18 Ed. 1. *of a Fine.*
Stat. 4. Anno Domini 1290, where it is said, *The original Writ.*
 that the Order of the Law will not suffer a final Accord to be levied in the King's Court without an original Writ; and so it is held 37 *Ass. plac.* 17. And upon every Writ by which Land is demanded, or by which Land is to be charged or bound, or which in any sort doth concern Land, &c. a Fine may be levied. *Vide per ceo*, 5 Ed. 2. Tit. *Fines*, *Statbam*, & 18 Ed. 4. 22. 19 E. 4. 2. 21 E. 4. 4. 32 E. 3. *Scire Fa.* 100. in *Præcipe in Garr. de Charter*, in *Brevi de mesne*, in *Quid juris clamat*, *Per quæ servitia*, in *Ration' dimiss.* & *similia*. The most usual original Writ whereon a Fine is levied at this Day is a Writ of Covenant, which runneth in this Form:

GEORGE the Second, &c. To the Sheriff of *Essex* Greeting: Command *Writ of Covenant.*
M. S. Widow, *P. G.* and *E.* his Wife, and *W. C.* and *M.* his Wife, that justly and without Delay they perform the Covenant to *T. B. Esq;* made between them of 1 Mesuage, 2 Barns, 2 Stables, 1 Garden, 1 Orchard, 10 Acres of Meadow, 30 Acres of Pasture, and 20 Acres of Furze and Heath, with the Appurtenances in *S.* And unless they

B 2

shall

Of Fines.

shall so do, and the said T. shall give you Security that his Suit shall be prosecuted, then summon by good Summoners the said M. P. E. W. and M. that they be before our Justices at *Westminster* in eight Days of St. *Hillary*, to shew wherefore they will not do it; and have you there the Summoners and this Writ. Witness Ourself at *Westminster* the 7th Day of *November* in the 9th Year of our Reign.

Browne.

Licentia Concordandi.

Secondly, There ought to be Licence or Leave to agree, for which Licence there is a Fine due to the King, which is an antient Revenue of the Crown, and is called the *King's Silver*; and this appeareth by these Words in the said Statute *De modo levandi Fines*, "Then, when they be agreed of the Sum of Money that must be given to the King, the Justice shall say, &c." Vide *Tey's Case*, 5 R. 39. a.

The Concord.

Thirdly, The Concord of the Fine beginning thus, *Et est concordia talis*, &c. which is in this Form:

AND the Agreement is such, (to wit) That the aforesaid R. (*the Tenant in the original Writ*) hath acknowledged the aforesaid Manors (*or other Tenements comprised in the Writ*) to be the Right of him the said H. (*the Plaintiff*) as those which the said H. hath of the Gift of the aforesaid R. and those he hath remised and quit-claimed from him the said R. and his Heirs to the aforesaid H. and his Heirs for ever. And for this, &c.

This

This is the Foundation and Substance of the Fine, and the other subsequent Parts are but Abstracts therefrom; for if the King's Silver be entred, although the Parties, or any of them, die before the other Parts are entred of Record, the Fine is good; as adjudged in *Carrel's Case*, 5 *Eliz. Dyer* 220. b. and by many later Cases.

Fourthly, The Note of the Fine, which is *The Note of the Fine.* but an Abstract out of the original Writ and the Concord, and is in this Form :

Between R. B. Plaintiff, and D. S. Defor-
ciant, of the Manor of D. &c. where-
upon a Plea of Covenant was summoned be-
tween them in the same Court, that is to say,
That the said D. hath acknowledged the a-
foresaid Manor, &c. *ut supra*.

Fifthly, The Foot of the Fine, which is *The Foot of the Fine.* thus :

THIS is the final Agreement made in the
Court of our Lord the King at *West-*
minster, from the Day of *Easter* in fifteen
Days, in the ——— Year of his Reign, &c.
before, &c. between R. B. Plaintiff, and
R. S. Deforciant; and so recite in Effect the
Concord.

The Foot of the Fine includeth all, and
hath the Day, Year, Place, and before what
Justices the Concord was made. *Tey's Case*,
5 *Rep.* 39. a.

When a Fine is said to be ingrossed.

A Fine is said to be ingrossed when the Chirographer hath made the Indentures of the Fine, and delivered them to the Parties. See *Tey's Case, Co. l. 5. fo. 38.*

Two Sorts of Fines in general, the one at Common

Law, the other according to the Statute.

Stat. 4 H. 7. For proclaiming Fines four Times in four several Terms.

There are Fines at the Common Law, and Fines proclaimed according to the Statutes.

After the Ingrossing of every Fine, in the King's Court before his Justices of the Common Pleas, of any Lands, Tenements, or any other Hereditaments, the same Fine shall be openly and solemnly read and proclaimed in the same Court the same Term, and in three Terms then next following the same Ingrossing, in the same Court at four several Days in every Term, and in the same Time that it is so read and proclaimed, all Pleas to cease. *Stat. 4 H. 7. c. 24.*

By this Statute a Fine was to be proclaimed sixteen Times, which by reason of the Multitude of Fines was a great Hindrance to the other Business of the Court; therefore it was afterwards enacted,

Stat. 31 Eliz. Fines to be proclaimed four Times only.

That all Fines with Proclamations to be levied in the said Court shall be proclaimed four Times, that is to say, Once in the Term wherein it is ingrossed, and once in every of the three Terms holden next after the same Ingrossing; and that every Fine proclaimed as aforesaid, shall be of as great Force and Effect in Law to all Intents and Purposes, as if the same had been sixteen Times proclaimed, according to the Statutes heretofore made. *Stat. 31 Eliz. c. 2.*

Procla-

Proclamations must be made in Time of the Term, and therefore if any of the Proclamations happen to be made either before the Beginning or after the End of any Term, or on a Sunday or other Festival Day exempt from the Term, being *Dies non Juridicus*, as on the Feast of the Purification in Hilary Term, Ascension Day in Easter, All Saints or All Souls in Michaelmas Term, the Feast of St. John the Baptist, if it happen on any other Day than on the Friday next after Trinity Sunday, and be recorded accordingly, the Proclamations are reverfable notwithstanding the Stat. 23 Eliz. c. 3. and the Fine shall be of no other Force than a Fine without Proclamations; and altho' all the Proclamations be made within the Terms according to the Statute, and on Days which be *Dies Juridici*, yet if the contrary appears by the Record, the Proclamations are reverfable, and no Averment shall be admitted against the Record.

If any of the Proclamations are made out of Term on a Day which is Dies non Juridicus, the Proclamations are reverfable, and the Fine is only a Fine at the Common Law.

Altho' the Proclamations be duly made, yet if the contrary appears by the Record it is an Estopple, and the Proclamations are reverfable.

Tenant in Tail levies a Fine with Proclamations, whereof the one was recorded to be made on the seventh Day of June, which Day was Sunday, and dies; the Issue brings Error and reverses the Proclamations; but the Fine remains good at the Common Law, and shall be a Discontinuance. Adjudged, this Proclamation could not be made as it is recorded, because it is no Day in Court; and the Fine and Proclamations are several Records, and might have been avoided by Plea.

Proclamations reversed on a Writ of Error brought by the Heir of a Tenant in Tail who levied a Fine, for that one of the Proclamations was recorded to be made on a Sunday.

But the Fine remained good at the Common Law.

Tyshe against Brocket, Plowden 265.

Before Stat.
34 E. 3.
Strangers
were barred
unless they
claimed with-
in a Year and
a Day.

Proved by the
Statute de Do-
nis, West. 2.

At the Common Law, before the Stat. 34 Ed. 3. c. 16. where a Fine was levied of Lands or Tenements, if any that was a Stranger to the Fine had Right to have and recover the same Lands or Tenements, came not and made his Claim thereof within a Year and a Day after the Fine levied, he was barred for ever; *Quia dicebatur quod finis finem litibus imponebat.* And that the Law was such, is proved by the Statute of *Westminster 2 de Donis Conditionalibus*, where it is said, if a Fine be levied of Tenements given in Tail, &c. *Quod finis ipso jure fit nullus, nec habeant heredes aut illi ad quos spectat reversio (licet plenæ ætatis fuerint in Anglia & extra Prisonam) necessitatem apponere clameum suum.* Lit. Sect. 441.

Feme Covert
and he in Re-
version or Re-
mainder barred
by the Non-
claim of the
Husband or
particular Te-
nant;

till Stat. 34 E.
3. which en-
acted, *Quod*
finis ipso jure
fit nullus.

A Feme Covert and he in Reversion or Remainder, expectant upon any Estate of Freehold, were barred by the Common Law by the Non-claim of the Husband, or of the particular Tenant, within the Year and Day after the Fine levied; to prevent which Mischiefe the Stat. 34 Ed. 3. c. 16. was made, whereby it was ordained, That Non-claim on a Fine should be no Bar. But this Statute is said by Lord Dyer and others, in the Case of *Stowel and Zouche*, *Plowden* 369. to be to the universal Trouble of the whole Realm, for avoiding whereof, and for making Fines of their former Strength, the Statute of the 4 Hen. 7. was made.

Stat. 4 H. 7.

The Stat. 4 H. 7. c. 24. after ordaining that Fines shall be proclaimed in four several Terms, as in *Page*—enacts, That the Proclamations being

being so made, the Fine to conclude as well *A Fine with Privies as Strangers to the same, Except Proclamations to conclude as well Privies as Strangers, except Feme out of this Realm, or not of whole Mind at the Time of the Fine levied, not being Parties to such Fine.*

And saving to every Person or Persons, and to their Heirs, other than the Parties in the said Fine, such Right, Claim and Interest, as they have to or in the said Lands, Tenements or other Hereditaments, the Time of such Fine ingrossed, so that they pursue their Title, Claim or Interest, by way of Action or lawful Entry within five Years next after the said Proclamations had and made. *Saving to all Persons, not being Parties, such Right as they have at the Time of the Fine, so that they pursue their Title within five Years.*

And also saving to all Persons such Action, Right, Title, Claim and Interest in or to the said Lands, Tenements or other Hereditaments, as first shall grow, remain, or descend or come to them after the said Fine ingrossed and Proclamation made, by Force of any Gift in the Tail, or by any other Cause or Matter had and made before the said Fine levied, so that they take their Action, or pursue their said Right and Title according to Law within five Years next after such Action, Right, Claim, Title or Interest to them accrued, descended, fallen or come. *Saving to all other Persons such Right as shall come to them after the Fine levied, so as they pursue their Right within five Years after such Right accrued.*

And that the said Persons and their Heirs may have their said Action against the Person or of the Profits of the said Lands and other Hereditaments at the Time of the said Action to be taken, *The said Persons may have their Action against the Person or of the Profits of the Land at the Time of the Action.*

And the Action.

And if such Persons at the Time such Right accrues be Covert de Baron, Infants, in Prison, &c. their Right saved till they come of Age, be out of Prison, uncovert, &c.

so that they take their Actions within five Years after they come of Age, be out of Prison, uncovert, &c.

All Feme Coverts, Infants, &c. at the Time of the Fine before excepted, to take Action within five Years after they are uncovert, of full Age, &c.

And if the same Persons at the Time of such Action, Right and Title accrued, descended, remained or come unto them, be Covert de Baron, or within Age, in Prison, or out of this Land, or not of whole Mind, then it is ordained, that their Action, Right and Title, be reserved and saved to them and to their Heirs unto the Time they come and be at their full Age of twenty-one Years, out of Prison, within this Land, uncovert, and of whole Mind; so that they or their Heirs take their said Actions, or their lawful Entry, according to their Right and Title, within five Years next after that they come and be at their full Age, out of Prison, within this Land, uncovert, and of whole Mind; and the same Actions pursue, or other lawful Entry take, according to Law.

And also that all such Persons as be Covert de Baron, not Party to the Fine, and every Person being within Age of twenty-one Years, in Prison, or out of this Land, or not of whole Mind at the Time of the Fines levied and ingrossed, and by this Act aforeexcepted, having any Right or Title, or Cause of Action, to any of the said Lands and other Hereditaments, that they or their Heirs inheritable to the same, take their said Actions or lawful Entry according to their Right and Title, within five Years next after they come and be of Age of twenty-one Years, out of Prison, uncovert, within this Land, and of whole Mind, and the same Actions sue, or their lawful Entry take and pursue, according to Law.

And

And if they do not take their Actions and Entry as aforesaid, that they and every of them, and their Heirs and the Heirs of every of them, be concluded by the said Fines for ever, in like Form as they be that be Parties or Privies to the said Fine.

And if they do not, then to be concluded by the said Fines as they that be Parties or Privies.

Saving to every Person or Persons not Party nor Privy to the said Fine, their Exception to avoid the same Fine by that, that those which were Parties to the Fine, nor any of them, nor no Person or Persons to their Use, nor to the Use of any of them, had nothing in the Lands or Tenements comprised in the said Fine at the Time of the said Fine levied.

Saving to all Persons not Parties or Privies their Exception, Quod partes finis nihil habuerunt.

Those who levy Fines are Parties.

Parties.

Their Heirs are Privies, because there is a Privy of Blood between them.

Privies.

Strangers are they who are neither Parties to the Fine nor Privies.

Strangers.

Saving to all Persons, &c. He who takes Advantage of this must not be Party or Privy to the Fine; but if Tenant in Tail make a Feoffment, and the Feoffee levy a Fine, the Issue in Tail has five Years after his Ancestor's Death, as he is the first Person to whom the Right accrues after the Fine levied. But if Tenant in Tail be disseised, and the Disseisor levy a Fine with Proclamations, and five Years pass, and the Tenant in Tail dies, the Issue is barred; for after the Fine levied, the Tenant in Tail himself had the Right, and so the Issue not the first to whom the Right accrued; and the Issue in these Cases was not Privy but a Stranger to him that

Parties and Privies not within the Saving.

Where the Issue in Tail shall have five Years after his Ancestor's Death, and where not.

that levied the Fine. 3 R. 87. Com. 374.
Vide Peniston and Lister, 3 Cro. 896.

*If Infant, &c.
 being privy
 barred.*

Tho' the Issue be beyond Sea, an Infant, Covert, or *Non compos mentis*, yet being Privy he is barred, as within none of the Savings. 3 R. 91.

*Corporations
 where barred.*

Colleges and others who are restrained from Alienation by 13 El. c. 10. are not barred by Fine and Non-claim, as that would quite elude the Statute *Mag. Col. 11 R. 78.* Sole Corporation, as Bishop, Parson, Vicar, &c. the Successor not bound, by 4 H. 7. Corporation Aggregate is. Com. 376. 11 R. 71.

After the making of this Statute, it being doubted whether a Fine levied by a Tenant in Tail would bind the Heir of such Tenant and all others seised or claiming to his Use, by the

Stat. 32 H. 8. Stat. 32 H. 8. c. 36. it was enacted,

*Fines levied by
 Persons of full
 Age of Lands
 intailed on
 them, or any
 of their An-
 cestors, in Pos-
 session, Rever-
 sion, Remainder
 or Use, shall
 immediately
 after such Fine
 and Procla-
 mations made,
 be a Bar a-
 gainst such
 Persons and
 their Heirs
 claiming by
 Force of such
 Entail.*

That all Fines levied according to the Statute 4 H. 7. by any Person or Persons of full Age, of any Manors, Lands, Tenements or Hereditaments, before the Time of the said Fine levied in any wise entailed to the Person or Persons so levying the same Fine, or to any the Ancestors of the same Person or Persons in Possession, Reversion, Remainder or in Use, shall be immediately, after the same Fine levied ingrossed, and Proclamations made, adjudged, accepted, deemed and taken, to all Intents and Purposes a sufficient Bar and Discharge for ever against the said Person and Persons, and their Heirs, claiming the same Lands, Tenements and Hereditaments, or any Parcel thereof, only by Force of any such Entail; and against all other Persons claiming the

the same, or any Parcel thereof, only to their Use, or to the Use of any Manner of Heir of the Bodies of them.

If a Fine be levied without Proclamations, *Where Statute of Non-claim extends to a Fine.* or without so many as the Law requireth, then the Statute of Non-claim doth extend to such a Fine. *1 Inst. 262. a.*

The Husband alone levied a Fine with *Feme Covert bound by the five Years on a Fine with Proclamation by the Husband alone of her Land.* Proclamation of his Wife's Land, and died, and five Years incurred without Entry or Action of the Wife; she is bound *per Cur* by the *Stat. 4 H. 7.* and the *Stat. 32 H. 8. c. 28.* aids not although it limits not any Time peremptory, for that speaks not of a Fine with Proclamation. *Dyer 72.*

If Tenant in Tail levy a Fine with Proclamations according to the Statute, this is a Bar to the Estate-tail, but not to him in Re- *He in Reversion or Remainder bound by Fine with Proclamation* version or Remainder, if he maketh his Claim, or pursue his Action within five Years after the Estate-tail spent. *1 Inst. 372. a.*

If a Gift be made to the Eldest Son and to the Heirs of his Body, the Remainder to the Father and to the Heirs of his Body; the Father dieth, the Eldest Son levied a Fine with Proclamations, and dieth without Issue; this shall bar the second Son, for the Remainder descended to the Eldest. *1 Inst. 372. a. b.*

A. Tenant for Life, Remainder to B. in Fine by Tenant Tail, Remainder to B. and his Heirs. B. in Tail, who died before the Proclamations passed, the Issue beyond Sea. *A. Tenant for Life, Remainder to B. in Fine by Tenant Tail, Remainder to B. and his Heirs. B. in Tail, who died before the Proclamations passed, the Issue beyond Sea.* *Issue*

Issue returns, and upon the Land claims the Remainder. Resolved,

1. That the Estate which passed by the Fine was not determined by the Death of *B.* for if Tenant in Tail of a Rent, or other Thing that lies in Grant, do grant it in Fee, and die, it is not void by his Death, but the Issue has Election to make it void or voidable; for if he distrains he makes it void, if he brings *Formedon* he makes it voidable. So if Tenant in Tail of Land grant it in Fee, the Grantee has an indefeasible Estate only for the Life of the Tenant in Tail, but it remains after the Death of Tenant in Tail, till defeated by the Entry of the Heir; for if he had an Estate only for the Life of Tenant in Tail, then Tenant in Tail would have a Reversion in Tail, and so might have an Action of Waste, but he cannot as he has granted all his Estate. Also the Statute 32 H. 8. c. 36. enforces the Case, that the Estate shall not determine by the Death of Tenant in Tail; for it providing that Fines by Tenant in Tail in Possession, Reversion or Remainder, after the Ingrossment and Proclamation, shall be a Bar, &c. if it cannot be a Bar except the Estate given by the Fine continue, the Statute preserves it; for making the Fine a Bar, it provides all Things incident and necessary for the Perfection of it.

*As no Claim
the Issue barred.*

2. That no Claim being made by the Heir in Tail before all the Proclamations passed, the Right of the Estate which descended upon him is barred. *Per 4 H. 7. 32 H. 8.*

3. The

3. The Issue in Tail being Heir, can by *Issue in Tail*
 no Claim prevent the Right of the Estate- *can by no*
 tail from being barred; for 4 H. 7. enacts, *Claim prevent*
 That after Ingrossment and Proclamation, it *the Bar.*
 shall conclude as well Privies as Strangers; so *Exception in*
 as if there had not been an Exception for the *4 H. 7. ex-*
 Rights of Strangers, the Rights of all Per- *tends only to*
 sons had been barred; and this Exception ex- *Strangers.*
 tends only to Strangers, not to Privies. *Case*
of Fines, 3 R. 84.

Purslow's Case. Sir George Blunt, Tenant *Death of Co-*
 in Tail, levied a Fine, and dies before Procla- *nusor, and Ac-*
 mations pass, leaving Issue a Daughter mar- *tion brought by*
 ried to *Purslow*, who bring a *Formedon*, pend- *the Issue in*
 ing which the Proclamations pass. *Cur*, *Tail before*
 The Tenant may plead this Fine and Pro- *Proclamations*
 clamations, and bar the Demandants, yet a *passed, Fine*
 Right of Entail descended upon the Issue, *good.*
 and they and her Husband pursued their
Formedon, which was all they cou'd do;
 but the Fine is the Conveyance of the Estate,
 and the Proclamation is but a short Repeti-
 tion of it, and only added by 32 H. 8. to
 shew it levied according to 4 H. 7. and to
 distinguish it from a Fine at the Common
 Law. 3 R. 90.

The Parties to a Fine.

PARTIES are the Conusor and Conusee. An Infant ought not to be Conusor of a Fine; but if he do levy a Fine, and it be not reversed during his Minority, the Fine is unavoidable in Law, and the Heirs of the Infant have not any Remedy by the Law to reverse it; the Cause is for this, that the Age of the Infant is not to be tried but by Inspection of his Person, *Non testium testimonio, non juratorum veredicto, sed judicis inspectione solummodo*. But the Judges may inform themselves by Witnesses, Church-Books, &c. And the Reason of it is, that the Fine should otherwise as well lose its Effects as its Name, for *Dicitur finis ab effectu, quia finem litibus imponit*; and if Infancy should be tried otherwise than by Inspection, no Man could be sure of his Inheritance; for after the Death of the Conusor Averment might be made many Years after, that the Conusor was within Age at the Time of the Fine, and so many Records be avoided by naked Averment, which would be against Law. *Fitz. N. B. fo. 21.* If an Infant levy a Fine, he shall have a Writ of Error during his Nonage, and assign it for Error; and this is the Error in Law of the Court, and shall be tried by the Judges of the Law.

*Infants.**A Fine levied by an Infant, unless reversed during his Minority, is unavoidable, and his Heirs have no Remedy. The Reason of it.*

Tenant

Tenant for Life, Remainder in Fee to an Infant; they join in a Fine, which is afterwards reversed *quoad* the Infant; the Conusee shall enjoy the Land during the Life of Tenant for Life. *Fine by Infant and Tenant for Life good quoad Tenant for Life.*

Error to reverse a Fine for Nonage, and before it was reversed the Plaintiff came of Age; and it was alledged, the Fine could not be now reversed, as the Plaintiff had levied another Fine to a Stranger, and thereby extinguished his Title of Error, which was agreed by *Popbam* and *Coke*, if it had been pleaded. If the Disfeisee levy a Fine to a Stranger, the Disfeisor shall take Advantage of it. *Hart* and *Amerideth*, *Noy* 59. *Right to reverse a Fine for Nonage extinguished by levying a subsequent Fine.*

The Heir, who had brought a Writ of Error to reverse a Fine, had first made a Feoffment of Part to a Stranger. It was said, this is a Bar only as to that Part, and the Fine shall be reversed *quoad* the Rest. *3 Cro.* 468.

Error by an Infant to reverse a Fine for Nonage. *Obj.* That it was levied by him and *A.* the Tenant for Life, and they ought to join in the Writ, and there ought to be Summons and Severance. *Non allocatur*; as no Error in the Record, but in Fact; if two Infants bring a Writ of Error, they must assign Error severally. So if one be within Age, he must bring his Writ alone; and here the Fine reversed only *quoad* the Infant, and he shall not take Advantage of the Forfeiture by the Tenant for Life's joining in the Fine, as he himself was a Party and consenting. *Piggot* ver. *Russel*, *3 Cro.* 115, 124. *Fine by an Infant and another, the Infant may alone bring Error.*

Lunatics, Ideots, &c.

If a Judge take the Acknowledgment of a Lunatic or Ideot to a Fine, it is not reverfible, and why.

Mansfield's Case.

A Fine acknowledged, and the Ufes thereof declared by one, who was a monftrous and deformed Cripple, and an Ideot a nativitate.

Lunatics, Ideots, or other Persons not having the Ufe of their Reafon, ought not to be Cognifors of a Fine. But if the Judge take the Acknowledgment of fuch Person to a Fine, the fame is not reverfible, neither fhall his Heirs avoid it, for it is a Matter of Record, which fhall not be avoided by a bare Averment of *Non compos mentis*, for the Inconveniency which would follow thereupon. Alfo fuch Averment is againft the Office and Dignity of a Judge, for he ought not to take any Cognifance of a Fine of him who is *Non compos mentis*.

A moft remarkable Instance of a Fine acknowledged by a Person wanting Reafon is in *Coke's 12 Rep. fol. 123. Mansfield's Case, An. 23 Eliz.* in the Court of Wards. *Henry Bufhley* feifed in Fee, devifed his Lands to *Henry* his Son in Tail, Remainder to one *William Bufhley*, and appointed *Thomas Harrifon*, whom he made Executor, to have the Education of his Son, who was under Age. It afterward happened that *Henry* the Son became a monftrous and deformed Cripple, and proved an Ideot *a nativitate*, and by the Practice of one *Nicols* and others was taken out of the Cufthody of his Guardian, and carried upon Mens Shoulders to a Place unknown, and there kept in Secret until he had acknowledged a Fine of his Lands to one *Botbome*, before Juftice *Southcote*, Anno 9 *Eliz.* and by Indenture between them, the Ufe of the faid Fine was declared to the Ufe of the Cognifee and his Heirs, which *Botbome*, Anno 12 *Eliz.* conveyed the faid Land to one *Henry Mansfield*; and Anno 12 *Eliz.* the faid *Henry Bufhley* the Son by Inqui-

Inquisition was found an Ideot *a nativitate*; and upon this in *Anno 33 Eliz.* the Court of Wards took Order for the Possession of the said Lands.

And it was moved as a Doubt in the said Court of Wards, whether the said Fine should be to the Use of the said Ideot and his Heirs; for notwithstanding that the Fine which is of Record binds the Ideot for the Causes aforesaid, yet the Indentures are not sufficient to direct the Uses. But it was resolved, that *As he was enabled to levy the Fine, he was not disabled to limit the Uses.* forasmuch as he was enabled by the Fine as to the Principal, he shall not be disabled to limit the Uses, which are but as Accessory.

And the same is the Law of an Infant and Feme Covert. And the said *Mansfield* brought an Action of Trespass in the Common Pleas against one *Trott*, the Farmer of the said Lands, and the Issue was to be tried at the Bar; and the said deformed Ideot was sent out of the Court of Wards to be shewn to the Judges of the Common Pleas and to the Jury, and being brought upon a Man's Shoulders, the Judges hearing that the Title of *Mansfield* was under the said Fine levied by that Ideot, the Lord *Dyer* and the Court, by Consent of Parties, caused a Juror to be withdrawn. And the Lord *Dyer* said, that the Judge who took that Fine was never worthy to take another: But notwithstanding *Notwithstanding this, and that the monstrous Deformity and Ideocy of Busbley was apparent and visible, yet the Fine stood good.*

Of Fines.

Baron and Feme levy a Fine of the Lands of the Wife; all passes from her, and all Charges of the Baron determine by his Death.

*Feme Covert
Conusor to be
examined.*

If a Feme Covert be a Conusor, she must be first examined; and if she do not assent thereunto, the Fine shall not be levied. *Stat. 18 Ed. 1. Stat. 4.*

*But a Fine
without such
Examination
is binding.*

If a Feme Covert with her Husband levy a Fine without such Examination, it shall bind the Feme and her Heirs for ever, and they have no Remedy to reverse the same. But the Judge offends greatly in taking the Fine without such Examination.

*Fine by Feme
Covert within
Age not rever-
sible by her un-
less uncovert,
she becoming
Covert within
Age.*

A Feme Covert within Age ought not to levy a Fine, for she cannot reverse it during her Coverture, nor after, if her Coverture continue till she be of full Age.

*Fine acknow-
ledged by Ba-
ron and Feme
within Age of
the Wife's
Land, reversed
as to both on a
Writ of Error
brought by
them.*

Husband and Wife levied a Fine of the Wife's Land, and after, because the Wife was within Age, they sued a Writ of Error to reverse the Fine. The Question was, If this should be reversed as to the Wife only, or against the Husband; and after long Debate it was resolved, that it should be against both, for it is intire, and cannot be affirmed in Part and disaffirmed in another Part. Cited in *Owen 21.*

Baron and Feme levy a Fine, and after bring Error for the Nonage of the Feme, the Fine shall be reversed *in toto*, for where they join it shall be intended the Inheritance of the Feme, and if not, the Party may shew it upon the *Scire Facias*. *Charnock v. Worsley, 3 Cro. 129. Vide postea 12/3 Lev. 36.*

Herbert

Herbert Perrot having married a Wife that had an Inheritance of a considerable Value, prevailed on her (while she was but of the Age of twenty Years) to levy a Fine, the Use whereof was declared to him and her and the Heirs of their two Bodies. The Fine was taken on a *Dedimus Potestatem* by Sir *Herbert Perrot* his Father and another, after which the Wife died without Issue, but had Issue at the Time of the Fine.

A Fine acknowledged by Baron and Feme within Age of the Wife's Land, not to be set aside on Motion after the Wife's Death.

It was moved in Court that the Fine might be set aside, and a Fine imposed upon the Commissioners for undue Practice, and for taking a Fine of one under Age. But all the Judges agreed they could not meddle with the Fine: But if the Wife had been alive and still under Age, they might bring her in by *Habeas Corpus*, and inspect her, and set aside the Fine upon Motion, for perhaps the Husband would not suffer the bringing a Writ of Error. *Vide 1 Vent. 209.*

If the Wife had been alive and within Age, would bring her in by Habeas Corpus, for per-

haps Husband would not suffer the bringing a Writ of Error.

It not appearing that the Commissioners knew she was under Age, and it not being to be discerned by View, she being twenty, they were not fined. *2 Vent. 30. Vide Anne Hungate's Case, 12 Co. 121. and Warcombe and Carrel's Case, 12 Co. 124.*

Commissioners taking the Cognisance of an Infant of 20 Years of Age not fined.

Hutchinson and his Wife, she being an Infant of 16 Years of Age, levy a Fine of the Wife's Lands; the King's Silver was paid, and the Fine compleated and exemplified, but on Complaint of him in Remainder in Fee, dependant on the Estate-tail of the Wife, the Husband and Wife were brought into

Fine levied by Baron and Feme, an Infant of 16 Years of Age, of the Wife's Lands vacated on Motion upon Inspection of

and Commissioners ordered to be prosecuted.

Court by Rule and examined, and upon Examination the levying the Fine and the Infancy appeared, and the Father and Mother of the Infant came into Court, and prayed that the Fine might stand; but the Court vacated the Fine, and caused the Exemplification to be brought into Court, and delivered up; and ordered him in Reversion to prosecute an Information against the Commissioners who took the Conusance of the Fine. But note, the *Vacatur* was entered *quoad* the Wife only. 3 *Lev.* 36. *Vide antea*, fo. 20. *Owen* 21.

Fine by Baron and Feme is allowed, because the Wife is examined of her free Will. (c) The Law allows a Fine levied by Husband and Wife, because she is examined of her free Will judicially by an authentical Person trusted by the Law, and by the King's Writ, and so taken in a Sort as a sole Woman.

Fine by Feme Covert alone shall bind tho' the Husband may enter and restore to both. If a Woman Covert levy a Fine alone as if she were Sole, this shall bind her, for that she shall not be received to say she was Covert, though her Husband shall; and may enter and restore the Land to himself and his Wife both. *Hob.* 225.

In such Case the Entry of the Husband defeats the whole Estate of the Conusee, and reverts the Estate in the Wife, otherwise it shall bind her and her Heirs. If a Feme Covert (as a Feme Sole) levieth a Fine by herself of Land, whereof she is seised in Fee, to another and his Heirs, in this Case if the Husband doth not enter, the Fine shall bind the Wife and her Heirs for ever; and in the same Case, if the Husband entereth and dieth, the Conusee shall not have the Land, for by the Entry of the Husband the whole Estate of the Conusee was defeated, and the old Estate of the Wife reverted in her, and the Husband seised of the whole Estate

as

as in the Right of his Wife. *Co. lib. 7. fo. 8.*

Earl of Bedford's Case.

The Husband may avoid a Fine so levied after his Wife's Death, during his own Life, if he be Tenant by the Curtesy. *Such Fine may be avoided after the Wife's Death by Tenant by Curtesy.*

A Feme Covert ought not to levy a Fine but with her true and right Husband.

For if living her first Husband she marry another Man, and with him and by his Name acknowledge a Fine, it shall not bind her, because she is misnamed.

But if she with her right Husband by a wrong Christian Name levy a Fine, she is estopped during her Life.

If a Jointure be made to a Wife of Lands before the Coverture, and after the Husband and Wife alien by Fine those Lands so conveyed for her Jointure, she shall not be endowed of any of the other Lands of her Husband; but if the Jointure had been made after Marriage, notwithstanding the Alienation by the Husband and Wife thereof by Fine, yet seeing her Estate was originally waivable, and the Time of her Election came not till after the Decease of her Husband, she may claim her Dower in the Residue of his Lands. *1 Inst. 36. b.*

Neither ought the Husband without his Wife to levy a Fine of her Lands, for she and her Heirs may avoid it after his Death. *A Fine of the Wife's Lands levied by the Husband alone may be avoided.*

A Man compelled by Threatnings or Imprisonment ought not to be admitted to levy a Fine, and if he should, he would be thereby barred, for the Law will intend he was at Liberty, and did it freely. *A Man compelled by Threats, &c. acknowledging a Fine is barred notwithstanding.*

*A Bishop
without his
Dean and
Chapter, &c.
ought not to
levy a Fine.*

A Bishop without his Dean and Chapter, a Dean without his Chapter, a Parson, Vicar, Prebendary, or Chantry Priest, without his Ordinary, a Mayor without his Commonalty, or the like, ought not to levy a Fine.

*Either Conusor
or Conusee
should be seised
of the Land.*

Either the Conusor or Conusee must be seised of the Lands aliened, for the Fine is void if neither be seised at the Levying thereof.

*Vouchee after
he has entered
into Warranty,
may levy a
Fine to the De-
mandant.*

Yet the Vouchee, after he hath entered into Warranty, may levy a Fine to the Demandant, tho' in Fact neither of them be seised, for such Vouchee is Tenant in Law, and may confess the Action, because of the Privy between him and the Demandant; but a Fine levied by him to a Stranger is void.

*Persons out-
lawed or
waived in per-
sonal Actions
may be Conu-
sors.*

Persons outlawed or waived in personal Actions may alien by Fine, or otherwise, for their Estates remain in them still, though they thereby forfeit the Profits of their Lands.

*Persons at-
tainted of
Treason or Fe-
lony.*

Persons attainted of Treason or Felony may not be Conusors, for their Estates be forfeited; yet such Fines will bind all Persons but the King and the Lord of whom the Land is holden, for their Times, for their Estates remain in them so long as they live.

*Tenant for
Life, what
Fine he may
levy.*

A Tenant for Life may levy a Fine *sur Grant & Release* of the Lands which he holdeth for Life, to hold by the Conusee for the Life of the Conusor, and it is no Forfeiture; but if the Estate be larger, or the Fine be *sur Cognisance de droit come ceo, &c.* it is a Forfeiture of his Estate.

The Law is the same of Fines levied by *What Fine Te-*
 Tenant in Tail after Possibility of Issue ex- *nant in Tail*
 tinct, Tenant in Dower, or by the Curtesy. *after Possibili-*
ty, &c. Tenant
in Dower, or by the Curtesy, may levy.

Devise to *A.* for Life, and when *B.* attains *Remainder li-*
 twenty-five Years, to him in Fee; *B.* be- *mitted to one at*
 fore twenty-five levies a Fine, and after at- *25 Years, he*
 tains that Age, and dies, his Heir is barred *levies a Fine*
 by the Fine, and cannot aver, *Quod partes* *before, his Heir*
fnis nihil babuerunt, and the Estoppel found *is barred.*
 by the Verdict bars as well as if pleaded.
Johnson v. Gabriel, 3 Cro. 122.

A particular Tenant, as in Dower, by the Curtesy, or for Life, cannot by Fine grant and surrender his Estate to him in Remainder or Reversion, but may by Fine grant and release the same.

A Tenant in Common or Jointenant may *Tenant in*
 levy a Fine of his Part, so may a Copar- *Common and*
 cener. *Jointenant,*
and a Copar-
cerner, may levy a Fine of his Part.

If a Disseisor levy a Fine with Proclamations, and the Disseisee do not within five Years enter or claim, he and his Heirs are barred for ever.

Issue in special Tail, with Remainder to *Issue in Tail*
 himself in Fee, in the Life of Tenant in *may levy a*
 Tail, levies a Fine with Proclamations, and *Fine.*
 then the Tenant in Tail dies, the Estate-tail is bound and extinct, for the *Stat. 32 H. 8.*
c. 36. says, In any wife entailed to the Person
so levying the Fine, or to any of his Ancestors.
3 R. 51. a.

Ref.

*Where the
King may levy
a Fine.*

Ref. That the King being Tenant in Tail by a Gift to any of his Ancestors, being Subjects, may by Fine *Sur Grant & Render* bar the Entail; 1. As the King is bound by the Statute *de donis*, as adjudged in Lord *Barkley's* Case, *Com.* 240. it is reasonable he should take the Benefit of the Acts 4 *H.* 7. c. 24. and 32 *H.* 8. c. 36. which enable Tenant in Tail to bar his Issue. 2. A general Statute binds the King for Lands descended to him from any of his Ancestors, being a Subject, but not in the Case of a Royal Descent, except in special Cases. 3. The King's Issue at the Time of the Fine are Subjects, and so within the Statute. It seems that the Conusee after the Render ought to have Letters Patent to enable him by express Words to enter, for otherwise the Fine being executory, it may be doubted whether the Conusee can enter upon the King. 7 *Rep.* 32.

*What Fine he
may levy.*

The King may bar an Entail by Fine, but it must be by way of Grant and Render, and not by immediate Writ of Covenant. 1 *Cro.* 97.

*Fine by Lessee
for Years will
not bar the
Lessor.*

Smith being Tenant for Years rendering Rent, and seised of Copyhold Tenements under Rent, and also seised in Fee of Freehold Lands in the same Vill, leases all to *A.* for Life, and after levies a Fine with Proclamations of so many Messuages, &c. as comprised all, purposely to bar the Lessor, &c. of the Inheritance; the five Years past, and the Term expired, but he constantly paid the Rent.

Resolved,

Resolved, the Lessor is not barred :

1. As the Makers of the *Stat. 4 H. 7. c. 24.* never intended that Fines levied by Lessees for Years, Tenant by Copy or at Will, not pretending to the Inheritance, but practising to disinherit their Lessors or Lords, should bar them.

2. As the Act is to avoid Strife and Debates, and this propagates them.

3. If a Statute be doubtful, it is good to construe it according to the Reason of the Common Law, which holds all Acts, as well judicial as other, tortious and illegal if mixed with Fraud, though otherwise lawful of themselves.

4. The Covin was so secretly contrived that the Lessor could not come to the Notice of it ; for after the Feoffment he continues the Possession, and pays the Rent, and the Levying the Fine was no great Cause of Suspicion, as he had Lands in Fee there, and it was supposed to be levied of such Lands as it lawfully might, and though it was of a greater Number of Acres, yet that is usual, and perhaps the Lessor knew not the just Quantity ; so that the Difference is where the Party comes in by Title, as by Demise, betwixt whom and the Lessor there is a Trust and Confidence, and he contrives the Fraud so secretly that it cannot be known, and where he comes in by Tort, as by Disseisin, for there he cannot be presumed to be misconusant.

Lessee

On Fine levied by Tenant for Life, the Lessor has five Years after his Death to enter. Lessee for Life levies a Fine with Proclamations; the Lessor has five Years after his Death, though his Title of Entry first accrues by levying the Fine, yet as by the Covin of the Party the Reversion might else be barred, and the Lessor expects not to enter till the Tenant's Death, he has five Years after.

The like on a Fine levied by Feoffee of Tenant for Life. Lessee for Life makes a Feoffment in Fee to *A.* who having other Lands in that Vill, levies a Fine; the Lessor has five Years after the Tenant's Death, for he cannot know of what Lands the Fine is levied.

Fine by Lessee for Years no Bar. Lessee for Years by Practice and Covin enfeoffs *A.* who having other Lands there levies a Fine, and yet the Lessee pays the Rent; the Lessor is not barred, for this is a Fraud apparent, the Lessor was secure, and had no Cause of Suspicion.

Of Averments against Fines. *Obj.* It would be mischievous to avoid Fines by naked Averments. *Answ.* It would be a greater Mischief if such Fines should bind; one may aver Fraud in a Fine by 27 *El. c. 4.* So one may avoid by Averment of Usury. 13 *El. c. 8.* *Fermor's Case,* 3 *Rep. 78.*

In Ejectment upon special Verdict the Case was; Lessee for Years, determinable upon three Lives, makes a Feoffment, the Feoffee levies a Fine, he in the Remainder dies within five Years after the Fine levied, his Heir within Age. If the Heir shall be bound by the five Years attached in his Father's Lifetime, or he shall have five Years after his full Age, or five Years after the Term ended?

Catlin

Catlin in *Stowell Zouch, Plowd.* That where Lessee for Life or Years levies a Fine, the five Years shall commence presently. But Lord *Coke* in *Marg. Podger's Case*, 9 *Rep.* 104. makes a Difference between Lessee for Life and Lessee for Years, for in the Case of Lessee for Life he shall have five Years after the Death of Tenant for Life. But *Hale* held, there was no Difference betwixt Lessee for Life and for Years to this Purpose, for he should have five Years after the End of either; and the true Reason in these Cases why this shall not bar, is the Privy between the Lessor and Lessee, and the Lessee is trusted with the Possession, which is infringed by this unlawful Act; and this is the Reason too of *Fermor's Case*, tho' there be an Ingredient of Fraud in that. Adjudged accordingly, *Whaley and Tankard*, *Trin.* 21 *Car.* 2. in *B. R. Ro.* 1513.

A Fine may be levied by Tenant in Fee-simple, Tenant in Tail General or Special, and by Tenant in Remainder or Reversion.

Of the Conusees.

ALL such Persons as may take by Grant *Who may be* may be Conusees, as Persons of full *Conusees.* Age, Infants, Feme Coverts, Madmen, Lunaticks, Ideots, Men imprisoned, Men out of the Realm, all Corporations and Civil Bodies, Men attainted of Felony or Treason, Men outlawed in personal Actions, Bastards, Clerks, Councils, Aliens, &c.

If

*Feme Covert
Conusee not
concluded from
claiming her
former Estate.*

If a Fine be acknowledged to a Feme Covert, and she had any better Estate before the Fine, the Fine shall not conclude her from claiming it.

*Corporations
may be Conu-
sees on a Writ
to the Justices
quod permit-
tant finem le-
vari.*

A Dean and Chapter, Mayor and Commonalty, or other Corporation, may be Conusees, but before the Ingrossing the Fine to such Corporation, a Writ ought to be directed to the Justices of the Common Pleas, *quod permittant finem levare.*

Of naming the Parties.

*Of naming the
Parties.*

AS the Names of the Parties must be inserted in Fines and other Instruments, to the End that it may be certainly known who are the Parties thereto, they ought to be named by their right Names of Baptism and Surnames.

But some are named without their Surnames, as *Charles Duke of Grafton, Spencer Earl of Wilmington, John Lord Delawar.*

*The Parties
Addition
where neces-
sary.*

Though it be not necessary in Fines to give the Parties their proper Additions of Place, Estate, Degree, Mystery or Occupation, yet if there be two or more in one Parish of the same Name of Baptism and Surname, it is proper for Distinction Sake to give them some Addition, as *W. S. the Elder or Younger.* If a Man have two Sons of one Name, or the Father and his Son be of the same Name, the Father should not have the Addition of the Elder, but the Son should

should have the Addition of the Younger, and not the Elder Brother but the Younger Brother should have the Addition of Younger.

A Fine levied to *A.* and *Sibel* his Wife (where her Name of *Baptism* was *Isabel*) was holden void.

What Persons have Power to take the Conusances of Fines.

THE Stat. *de finibus*, made 18 Ed. 1. ^{Who have} Stat. 4. says, That the Order of the ^{Power to take} Law will not suffer a Fine to be levied in the ^{the Conusances} King's Court without an original Writ, and ^{of Fines.} that must be at the least before four Justices ^{Stat. de finibus, 18 Ed. 1.} of the Bench, or in Eyre, and not otherwise, ^{Stat. 4.} and in the Prefence of the Parties named in the Writ, who must be of full Age, of good Memory, and out of Prison.

But by the Stat. 4 H. 7. a Fine levied before the Justices of the Common Pleas is good although there be but two Justices there. ^{Stat. 4 H. 7.}

And by the Statute of *Carlisle*, Anno 15 ^{Stat. of Carlisle, 15 Ed. 2.} Ed. 2. it is enacted, That as well the Parties Demandant or Plaintiff, as the Tenants or Defendants, that will yield or acknowledge their Right of Lands or Tenements unto others, upon Pleas of *Warrantia Chartæ*, Covenant and other Writs, whereupon Fines are to be levied, before the Justices of the Bench, before such Fines do pass, the Parties shall appear Personally, so that their Age, Ideocy, or other Default (if any be) shall be judged

Of Fines.

judged and discerned by the said Justices; Provided that if any Person be by Age or Impotency decrepit, or by Casualty so oppressed and with-holden that by no Means he is able to come before the Justices in Court, then two or one of the Justices, by the Assent of the Residue of the Bench, shall go unto the Party so diseased, and shall receive his Conusance; and if there go but one Justice, he shall take with him an Abbot, a Prior, or a Knight, a Man of good Fame and Credit, and shall certify the Justices thereof by the Record.

Fines acknowledged either in Court, before the Ch. Just. alone, or before Commissioners.

Fines at this Day are acknowledged either in Court, before the Chief Justice of the Common Pleas out of Court, or before Commissioners, by Virtue of a Writ of *Dedimus Potestatem*.

The Power of the Ch. Just. in taking Fines.

The Chief Justice of the Common Pleas may take the Conusance of a Fine out of Court without any Writ of *Dedimus Potestatem*, and that the Chief Justice of the King's Bench, or any other Judge cannot; and this seems to be by Custom and Usage; for it does not appear that there is any such special Authority given to the Chief Justice of the Common Pleas by any Statute.

In *Dyer*, fo. 224. pl. 31. it is said, *Capitalis Justiciarius de Banco solus per prerogativam officii sui potest capere recognitiones finium absque Dedimus Potestatem*.

Justices of Assise may take Conusances of Fines by the Words of their Patents.

It seems that Justices of Assise by the general Words of their Patents may take and certify Recognisances of Fines, as appears in *Dyer* 224. pl. 31. But it is said they will not

not now certify such Fines without a Writ of *Dedimus Potestatem*.

If the Intended Conusor of the Fine, by *When the Co-* Reason of Infirmary, or other reasonable *nusor may* Cause, cannot come to Court to acknowledge *have a Writ* the Fine, he may have a *Dedimus Potestatem*, *of Dedimus* *Potestatem*. which is in this Form:

GEORGE the Second, by the Grace *This is made* of God, of Great Britain, France and *out by the Cur-* Ireland King, Defender of the Faith, &c. *sitor of the* To our trusty and well-beloved Sir Thomas *County where* Clarke, Knt. and to our beloved Thomas Man- *the Lands lie.* wood, Philip Knightbridge, Maplesdon Bounds, and Philip Betts, Gentlemen, Greeting: Whereas our Writ of Covenant is depending before our Justices of the Bench, between T. B. Esq; and M. S. Widow, P. G. and E. his Wife, and W. C. and M. his Wife, of one Messuage, two Barns, two Stables, one Garden, one Orchard, ten Acres of Meadow, thirty Acres of Pasture, and twenty Acres of Furze and Heath, with the Appurtenances, in S. in the County of *Essex*, that a Fine may be levied thereof between them, before our said Justices in the same Bench, according to the Law and Custom of *England*; and the said M. P. E. W. and M. are so infirm that they cannot, without the greatest bodily Danger, travel to *Westminster* to make the Acknowledgments in this Behalf required at the Day in our said Writ specified, as we are informed: We tendering the Condition of the said M. P. E. W. and M. in this Behalf, have given Power to you, or two of

D you

Of Fines.

you, to take the Acknowledgments which they the said *M. P. E. W.* and *M.* shall be willing to make before you, or two of you, concerning the Premises; and therefore we command you, or two of you, that going in Person unto the said *M. P. E. W.* and *M.* you take their said Acknowledgments, and when you shall have taken the same, that you distinctly and plainly under your Seals, or the Seals of two of you, certify our said Justices thereof, that then the Fine aforesaid may be levied between the said Parties of the Premises before our said Justices in the same Bench, according to the Law and Custom above mentioned, sending to the same Justices this Writ. Witness Ourself at *Westminster* the 8th Day of *November* in the 9th Year of our Reign.

Browne.

Nota; you indorse on the Back hereof these Words, viz. The Execution of this Writ appeareth in a certain Schedule hereunto annexed.

Indorsed by the Lord Chancellor of Great Britain, at the Instance of the Demandant.

H. C.

Tho' this Writ appears to be granted on a Suggestion that the Party is infirm and unable to travel, yet such Suggestion is very seldom true, the Writ being generally obtained to save the Charge of a Journey to *Westminster*, when the Party lives at a great Distance.

Dedimus Potestatem signed by the Lord Chancellor and Judge of Assise.

This Writ must be signed by the Lord Chancellor or Lord Keeper, and by one of the Judges of the Circuit where the Lands lie.

A

A Judge or other Person being Conufee of a Fine, may not take the Acknowledgment thereof himfelf; for if he do, the Fine is void.

The Conufee may not take the Acknowledgment of a Fine.

Fines are to be levied in the Court of Common Pleas only; and therefore all Recognifances thereof muft be certified to that Court.

Fines only to be levied in the Court of Common Pleas.

By fpecial Grant Fines may be levied in a bafe Court.

But a Fine levied in Antient Demefne by Custom is void; and fo it is, if levied in any other inferior Court. For the King would thereby lofe his Fine *pro licentia concordandi*. Q. 3 Cro. 117. A Fine levied before the Bailiffs of *Salop* reverfed as void, it not appearing by what Authority it was levied, for it is in Derogation of the Crown, and the Profits of it *pro licentia concordandi*. 3 Cro.

314.

By the Stat. 2 & 3 Ed. 6. c. 28. Fines may be levied in the County Palatine of *Chefter*.

Fines in Chefter,

By 37 H. 8. c. 19. Fines may be levied of *Lancaster*, Lands in the County Palatine of *Lancaster*.

And by Stat. 5 Eliz. c. 27. Fines may be levied within the County Palatine of *Durham*.

Of Fines Executed and Executory.

EVERY Fine is either Executed or Executory.

A Fine Executed is fuch a Fine as of its own Force giveth immediate Poffeffion (at leaft in the Law) unto the Conufee, fo that he hath no need of a Writ of *Habere facias feifinam* for the Executing thereof, but may

Of a Fine Executed.

enter; of which Sort is a Fine *Sur Cognissance de droit come ceo que il ad de son done*, which is the surest Fine of all.

Fine Executory.

A Fine Executory is such as doth not of its own Force execute the Possession in the Conusee; as a Fine *Sur Cognissance de droit tantum*, Fines *Sur Done*, Grant, Release, Confirmation or Render; for if such Fines be not levied, or such Render made unto them that be in Possession at the Time of the Fine levied, the Conusees must sue Writs of *Habere facias seisinam*, according to their several Cases, for the obtaining of their Possessions: Nevertheless if at the Time of levying such Executory Fines, the Party unto whom the Estate is thereby limited be in Possession of the Lands passed thereby, he needeth no Writ of Execution of the same, for then the Fine enures by way of Extinguishment of Right, and alters not the Estate or Possession of the Conusee, but perchance betters it.

Some Fines be single and some double.

A single Fine.

BY a single Fine nothing is granted or rendered back by the Conusees, or any of them, to the Conusors, or any of them.

A double Fine.

A double Fine contains a Grant and Render back again either of some Rent, Common, or other Thing out of the Land, or of the Land itself, to all or some of the Conusors for some Estate, limiting thereby many Times Remainders to Strangers, who are not named in the original Writ.

Fines

Fines are divided into five Sorts, viz.

1. Fines Sur Cognissance de droit come ceo que il ad de son Done.
2. Fines Sur Done, Grant & Render.
3. Fines Sur Cognissance de droit tantum.
4. Fines Sur Concessit.
5. Fines Sur Release.

A Fine Sur Cognissance de droit come ceo que il ad de son Done, is the best, most principal and surest of all Kinds of Fines, by which an Estate passeth absolutely to the Conusee without rendering any Thing back again to the Conusor, and therefore it is said to be single. It is levied with Proclamations, according to the Form of the Statute 4 H. 7. c. 24. it is said to be executed, viz. Such a Fine whereby the Possession in Law of the Lands contained therein is immediately transferred to and vested in the Conusee, without the Help of a Writ of *Habere facias seisinam*, so that he may enter, for that the Estate is thereby (in Law) in the Conusee, that is to say, to such Uses as are declared in the Deed leading the Uses of the Fine; and unless the Uses of the Fine be declared by Deed or otherwise, it enures to the Use of the Conusor.

A Fine Sur Conusance de droit come ceo que il ad de son Done, generally implies a Fee-simple, but it is only by Implication, and therefore there is no Repugnancy to limit an Estate for Life to the Conusee; for the precedent Donation or Feoffment, which is supposed, might be for Life only, or in Tail,

Fine Sur Cognissance de droit come ceo, &c.

Tho' it generally implies a Fee-simple, an Estate for Life may be limited by it.

and the general Intendment of the Conufance may be qualified by an exprefs Limitation. *Salk.* 340.

A Fine Sur Done, Grant & Render.

A Fine *Sur Done, Grant & Render*, is that which is called a double Fine, being in a Manner two Fines, viz. *Sur Cognifance de droit come ceo, &c.* and a Fine *Sur Conceffit*, formed into one, whereby the Conufee, after Release and Warranty made to him by the Conufor, doth grant and render back to the Conufor the Lands, &c. or some Part thereof, and many Times limiting thereby Remainders to Persons that are Strangers, and not named in the Writ of Covenant. This Fine is partly Executed and partly Executory, and hath Proclamations, and is, as to the first Part, of the same Nature with a Fine *Sur Cognifance de droit come ceo, &c.* But as to the second Part, containing a Grant and Render, it is taken in Law to be rather a private Conveyance or Charter, than to have the Force of a Fine. *Vide Tey's Case, 5 Co.* 38.

The Render may be to one Conufor for Years, referving a Rent, and Reverfion and Rent to the other Conufor.

If Tenant in Tail and a Stranger levy a Fine to *A.* who grants and renders to the Stranger for Years, rendering Rent, and by the same Fine grants the Reversion and Rent to the Tenant in Tail; it is good tho' all by the same Fine, and at an Instant, for in Judgment of Law the Lease preceded the Grant of the Reversion. *1 Rep.* 174. *b.*

The like on a Render in Tail.

W. and *G.* levy a Fine *Sur Cognifance de droit come ceo*, and the Conufee renders to *W.* in Tail, referving Rent; and further, *Conceffit quod tenementa præd' integre remanebunt* to

to G. in Fee, if W. dies without Issue of his Body. *Resolved*, This being by Fine, the Reversion and Rent pass; but if such Limitation be by Deed, the Rent is good to the Donor, and the Remainder only goes to the Stranger; but *aliter* in Fines; and this shall be taken as several Fines. *White and Gerish*, 3 Cro. 727, 792.

A Render with Warranty was refused by the Officer as not usual; but ruled it should pass, for tho' he that renders be to have no Benefit, he may warrant if he will. 3 Cro.

17.

T. T. and E. his Wife levy a Fine to R. D. and T. C. of divers Manors, &c. and in the Fine divers Grants and Renders were made, and in the third Render the Manors were rendered to T. and E. his Wife in Tail, and by the fourth Render they were granted to E. in Tail, with Remainder over; and after the Death of T. T. W. T. his Brother and Heir brought Error.

Obj. These two Renders are repugnant, and a Fine is like a Judgment, and a *Scire Facias* lies to execute it, *Et oportet quod certares deducatur in judicium*; if there be two Demandants, and the Court adjudge one and the same Thing to each Demandant severally, it is Error, as the Court knows not to whom to grant Execution.

Ref. That a Conuſance of a Fine and a Grant and Render shall have the same Construction as other Conveyances between Party and Party, and is a Conveyance of Record,

Needs not such strict Form as a Writ or Judgment.

and needs not such a strict Form as a Writ or Judgment. And therefore if a Fine to two and their Heirs be accepted, or if the Conufance of Right be to two, or if a Fine be upon a Condition; in all these Cases the Fine shall stand, and shall not be reverst in Error, for this Cause, for *feri non debuit, sed factum valuit*; (yet these Fines may be refus'd).

Where the
Party may or
may not assign
Error on a
Fine.

Conufor shall not assign Error in the Grant and Render by which he takes an Estate, nor the Conufee in the Conufance; nor shall the Recoveror defeat the Record in which he recovers; for the Judgment in the Writ of Error is to be restored to all that he loses by the Fine or Judgment, and not to avoid and lose what he has gained by the Fine or Judgment. *Tey's Case, 5 R. 38.*

For what
Matters a Fine
shall not be re-
verfible by
Error.

No Fine, or Proclamations upon Fine, shall be reverfible by any Writ of Error, for false or incongruous *Latin*, Rasure, Interlining, Mis-entring of any Warrant of Attorney, or of any Proclamation, Mis-returning or not Returning of the Sheriff, or other want of Form in Words, and not Matter of Substance. *Stat. 23 Eliz. c. 3. sect. 2.*

If the Conufee of a Fine doth grant and render the Land to the Conufor, the Wife of the Conufee shall not be endowed, for it is not possible that the Husband could have endowed his Wife of such an Estate as the usual Pleading is, *Quia dicit quod W. quondam vir suus nunquam fuit seifitus de tenementis de tali statu ita quod eandem A. inde dotasse potuit.* 1 Inst. 31. b. Lib. intration. 225.

H.

H. was seised in Fee as Heir *ex parte materna*, he and his Wife levied a Fine to A. and B. with Warranty, A. and B. by the same Fine granted and rendered the Lands to the Husband and Wife in Tail, Remainder to the Heirs of the Husband; the Husband and Wife died *sans Issue*, and the Question was, Whether the Heir *a parte paterna*, or *a parte materna*, should take these Lands. And it was argued on the one Side, that the Seisin of the Conusee is fictitious; for if the Conusee were Tenant for Years, the Term would not be thereby extinguished; and he is like to the Surrenderee of a Copyhold, nothing but a mere Instrument, therefore nothing is altered by the Fine, but the Use and Estate remained as before. On the other Side it was said, That the Conusee could not render if he had not the Estate in him, and that it is a Re-infeoffment; and of this Opinion was the Court, who held, that the Estate was once in the Conusee; and the Fine and Render is a Conveyance at Common Law, and the Render makes the Conusor a new Purchaser as much as a Feoffment and Re-infeoffment at Common Law. *Salk. 337.*

A Fine *Sur Cognissance de droit tantum* is levied without Proclamations, is Executory, and much of the Nature of a Fine *Sur Concessit*, and is used commonly by Tenant for Life, to make a Surrender of the Lands to him in Remainder or Reversion; and sometimes it is expressed by such Fine that the particular Estate is in another, and that the Conusor willeth that the other shall have the Re-

Fine with Grant and Render is tantamount to a Feoffment and Re-infeoffment, and creates a new Estate.

A Fine Sur Cognissance de droit tantum.

Reversion, or that the Land shall remain to the other after the particular Estate spent.

A Fine Sur Concessit.

A *Fine Sur Concessit*, is where the Conusor is seised of the Lands, and the Conusee hath no Freehold therein, but it passed by the Fine, it is without Proclamations, and Executory, for the Conusee must have a Writ of *Habere facias seisinam* for obtaining the Possession.

A Fine Sur Cognisance de droit come ceo, &c. and Sur Concessit, unprecedented.

The Chirographer refusing to make out the Indentures on a double *Fine Sur Cognisance de droit come ceo, &c.* and *Sur Concessit*, *Wright*, Serjeant, moved, that the Fine might pass, insisting that a Fine is in the Nature of a Conveyance, and that the Party may have it in what Manner he pleases at his peril. *Cur*, This Sort of double Fine is unprecedented; if the Party will, the Fine may pass as a *Fine Sur Cognisance de droit come ceo, &c.* striking out the *Sur Concessit*; which *Wright* agreeing to, a Rule was made accordingly. *Lazenby and Knight, East. 8 Geo. 2. Barnes 144.*

Of what Things a Fine may be levied.

Of what Things a Fine may be levied.

FINES may be levied of all Things inheritable, being *in esse tempore Finis*, and certainly expressed in the Writ; as of an Honor, Manor, Island, Barony, Castle, Messuage, Cottage, Mill, Toft, Curtilage, Dovehouse, Garden, Land, Meadow, Pasture, Wood, Underwood, Chapel, River, Parsonage, Rectory, Advowson, Vicarage, Tithes impropriate, Estovers, Foldage, Sheep-walk, Corody, Office, Fishing, Warren, Fair, Mine, View of Frankpledge, Waifs, Strays, Felons Goods,

Goods, Hospital, Furzes and Heath, Moor, Rent, Common, Hundred, Way, Ferry, Franchise, Seignior, Toll, Tallage, Picage, Pontage, Services, Portions of Tithes, Oblations, and the like. But a Fine levied of Antient Demesne Lands will not be good.

A Fine may be levied of a Rent-Charge *Rent-Charge*. which had no Being before. 21 E. 3. 44.

Or of a Chief-Rent, or other Rent in Be- *Chief-Rent*. ing. 18 E. 4. 22.

Or of a Seignior. 48 E. 3. 23. *Seignior.*

Or of an Acquittal. 50 E. 3. 23. *Acquittal.*

Or of a Chauntry. 38 E. 3. 33. *Chauntry.*

And as Fines may be levied of Things in Possession, so they may of a Remainder or Reversion. 42 E. 3. 7. 44 E. 3. 45. *A Reversion or Remainder will pass by a Fine.*

And a Reversion or Remainder will pass by the Name of the Lands. 43 E. 3. 22.

But where a Fine is of a Reversion or a Remainder, the Conusee must sue out a *Quid juris* *clamat* against the Tenant to compel him to attorn. †

When it is of a Rent, a Writ *Quem redditum reddit*; and where of a Seignior or Services, *Per quæ servitia*, to compel the Tenant to attorn. †

Ann. for Amendment of the Law; so there is now no Occasion for a *Quid juris clamat*, *Quem redditum reddit*, or *Per quæ servitia*.

The Lady *Gresham* was Tenant for Life, and *Richard Read* Tenant in Tail in Remainder; *Read* levied a Fine to Judge *Windbam*, who before the Ingrossment (as he ought) brought a *Quid juris clamat* against the Lady *Gresham*, Tenant for Life, who pleads that the Conusor had only a Remainder in

† Nota; these Fines are now good without Attornment of the particular Tenant, by the Stat. 4 & 5

Fine by Tenant in Tail in Remainder, Conusee may have a Quid juris clamat against the Tenant for Life.

in Tail, and pray'd Judgment if he should be compelled to attorn. Upon Demurrer it was adjudged, that the Tenant for Life should attorn, (altho' this was a good Plea before the Stat. 4 H. 7. and 32 H. 8. for the Tenant before those Statutes could not be compelled to attorn to an Estate which passed then illegally) but now the Fine of the Remainder-Man in Tail is legal, and as the Statute has made the Fine a Bar after Ingrossment and Proclamations, the Statute gives all Incidents thereto.

And though the *Quid juris clamat* must be brought before the Ingrossing, & *sic non constat*, whether the Fine be with Proclamations or not; yet resolved,

Can't have it after Ingrossment, may have it before.

1. That all Fines shall be intended to be levied with Proclamations, as most beneficial.

2. The Statute which makes the Bar gives all Incidents, and seeing the Conusee can't have a *Quid juris clamat* after the Ingrossment, he shall have it before; for the Statutes have altered the Reason of the Common Law, and given greater Force to Fines.

3 Rep. 86.

Judgment on a Quid juris clamat for Part, and the Fine engrossed for the Whole.

Conusee brings a *Quid juris clamat*, and dies before Attornment, his Heir brings a new Writ, and Attornment is had for Part, (the Tenant claiming Fee in the Rest, which the Conusee allowed) and the Fine is ingrossed. *Obj.* The Conusee only had the Election to have it a Fine with Proclamations, not the Heir. *Non alloc'*; for it is for his Benefit, and the Statute restrains it not. 2. *Obj.* Judgment is that the Fine be engrossed for Part, and it is engrossed for all.

Non

Non alloc'; for he might have had the Fine Quid juris engrossed without a *Quid juris clamat*, and clamat by the the suing it is only for his Advantage, and he Heir of Conu- may have it all engrossed. *Wakefield and* see.
Hodgson, 3 Cro. 692.

No Attornment in or upon any Fine is Entry of At- to be entered upon Record, except the Party tornment, unless mentioned to attorn therein, first have ap- in Appearance peared in the Court in Person, or by At- in Person, or torney, warranted by the Hand of one of by Attorney, the Justices of the one Bench or the other, warranted, or of one Justice of Assise, upon a Writ of &c. on a Quid *Quid juris clamat*, *Quem redditum reddit*, or &c. void. *Per quæ servitia*, as the Case requireth: And every Entry of Attornment hereafter to be made, where there shall be no Appearance as aforesaid, shall be utterly void and of no Effect, without any Writ of Error or other Means to be used for the avoiding thereof.
Stat. 23 El. c. 3. sect. 5.

Fines may be levied of the Inheritances or Fine of Eccle- Freeholds of Parsonages, Vicarages, Portions, fiastical Re- Pensions, Tithes, Oblations, or any other venues. Ecclesiastical Profits made Temporal, and admitted to abide in Temporal Hands and Lay Uses, by the Laws and Statutes of the Realm.

All such Things whereof a *Præcipe quod reddat* lieth, may pass by a Fine.

Land bought of divers Persons may pass Of several in one Fine, and then the Writ of Covenant Purchases must be brought by all the Vendees against all passing by one the Vendors; and every Vendor must warrant Fine. against him and his Heirs only, for it is absurd that one Man should warrant the Sale of another without Consideration.

And

And such joint Fines seem reasonable, especially where the several Purchases be of so small Value as the Charges of a Fine would exceed the Value of some of them; but this seems to be a Matter *ex gratia*. See the following Order.

*Recital of
Profit to the
Crown by
Fines.*

WHEREAS great Numbers of her Majesty's Subjects, upon their purchasing of Lands and Tenements, have for their better Assurance used to pass their Conveyance by levying of Fines, according to the Law and Statutes in that Behalf provided, whereby her Highness hath had yearly great Commodity by the Fines and Post-Fines thereupon arising;

*And of a late
Contrivance to
pass in one
Fine Lands
purchased by
several Men
of several
Persons.*

Divers Attornies and Solicitors have now of late devised and contrived to pass in one Fine Lands and Tenements purchased and bought by divers several Men of divers several Persons, the one being a total Stranger to the other's Purchase; by which kind of Practice, where her Majesty should have the Profit of three or four Post-Fines, or more, by Reason of this including so many in one, her Highness will receive now but one, and also shall lose the Profit of the Seals of so many Writs; and also the Right Honourable the Lord Chancellor, the Master of the *Rolls*, and the Justices of Assise, shall lose very much of their Fees due unto them, and divers Officers of the Chancery and Common Pleas shall be very much prejudiced:

To prevent the Practice likely in Time to grow to the great Damage of her Highness,
and

and great Numbers of others, it is by the Right Honourable Sir *Christopher Hatton*, of the most noble Order of the Garter, Knt. Lord Chancellor of *England*, ordered, That *Cursitor not to* if any Note be brought to any of the Cur- *pass Writ of* sitors to pass any Writ of Covenant which *Covenant* shall contain any more than one Demandant *where more* and one Deforciant, (except Coparceners, *than one De-* Jointenants and Tenants in Common) that *mandant and* such Cursitors or Cursitor shall make stay of *one Deforciant,* passing the said Writ of Covenant until the *until the Con-* Concord of the same be brought under the *cord be brought* Justice's Hand unto them or him; and then *to him; when* if it shall appear that there are several War- *if several* ranties contained in the same Concord, or *Warranties* upon Examination, or otherwise, that the *appear, or the* Parties contained in the Fine be not Copar- *Parties be not* ceners, Jointenants or Tenants in Common, *Coparceners,* that then the said Cursitors or Cursitor shall *&c.* (except the Party that shall pursue the same *Cursitor (ex-* will sue forth so many Writs as the due and *cept the Party* orderly Proceeding shall require) make stay *shall sue out* of proceeding in, or passing the same. *several Writs)* *to stay Pro-* *ceedings.*

C. Hatton, Cancellor.

Fines may not to be levied of Things Tenemen-
uncertain, as of a Tenement. *tum.*

Nor of Lands given in Tail by the King, *Fine of Lands*
for it is void against the Issue in Tail, and *given in Tail*
the King. 32 H. 8. c. 36. *by the King*

Nor of Lands restrained from being sold *void.*
by Act of Parliament. 32 H. 8. c. 36.

Nor

*Fine by a Feme
of her Jointure,
Dower or Estate in
Tail, of the Gift of the
Husband, a Forfeiture.*

Nor of Lands of the Husband, or his Ancestors, assured for Jointure, Dower or in Tail, to any Woman by Means of her Husband or his Ancestors; for such a Fine worketh a present Forfeiture of her Estate, if she grant a greater Estate than for her Life. 11 H. 7. c. 20.

*Fine of Lands
in Antient Demesne void.*

Nor of Lands in Antient Demesne; for if any Fine be levied, it may be reversed by Writ of Disceit brought by the Lord of Antient Demesne, and thereby he shall be restored; and it seemeth to be void against the Parties, *Quia Coram non judice.*

But if such Fine be of Lands in Antient Demesne, and of Lands at the Common Law, it shall be good for the Lands at the Common Law.

By what Names Things may pass in a Fine.

*By what
Names Things
may pass.
An Honor.
A Manor.*

AN Honor may pass by the Name of a Manor, or by its proper Name, as of the Honor of T. or of the Manor of T.

A Manor may also be demanded by its proper Name; without naming the Town wherein it lieth, for it may be out of any Town, or extend into several Towns and Counties, as of the Manor of D. with the Appurtenances. Yet it seems best to express all the several Towns into which it extends, as of the Manor of D. with the Appurtenances in D. and E. for if any of the Towns into which the Manor extends be omitted, nothing

nothing of the Manor in the Town omitted passes.

A Castle or a Hundred may be Parcel of a *A Castle or* Manor, and pass by the Name of the Manor *Hundred.* whereof they be Parcel; and one Manor may be Parcel of another; and a Castle may be demanded by its proper Name, as of the Castle of *B.* with the Appurtenances.

An Hundred may be demanded by itself; *Hundred.* as of the Hundred of *S.*

A Messuage is a Dwelling-house; by the *A Messuage.* Name of a Messuage may pass a Curtilage; a Garden, an Orchard, a Dove-house, a Shop, a Mill, as Parcel of a House. The like of a Cottage, a Toft, a Chamber, a Cellar, &c. yet they may be demanded by their single Names.

A Chapel or an Hospital may be demanded *A Chapel or* by the Name of a Messuage. *an Hospital.*

A Toft is the Place wherein a Messuage *A Toft.* hath stood.

A Curtilage is a Garden, Yard or Fold, *A Curtilage.* or Piece of void Ground lying near and belonging to a Messuage.

A Mill is good without saying a Wind- *A Mill.* mill or a Water-mill, though the latter be more usual.

A Reversion by the Name of the Land *A Reversion.* or otherwise.

Land is to be demanded by the certain *Land.* Measure of the superficial Quantity thereof, as a Hide, Carve or Plough-land, Oxgang; Yard, Acre, Rood of Land.

E

In

Wood, Under-wood, Heath, Moor, Rush, Marsh, Alder and Broom, In like Manner Wood, Underwood, Heath, Moor, Rush, Marsh, Alder and Broom, may be demanded by the Number of Acres thereof.

Turbary. Turbary may be demanded by the Name of Moor.

Rent. Rent may be demanded by the Number of Things which are to be rendered, as Ten Pounds, Ten Shillings, Six-pence, and the like.

Estovers. House-boot, Hay-boot and Plough-boot, may be demanded by the Name of Estovers, thus: *Of reasonable Estovers in Woods, to wit, in ten Acres of Wood of the said A. in D. &c.*

A Parsonage. Parsonages, Rectories, Advowsons, Vicarages, or Tithes impropriate, pass not by the Names *Of the Advowson of the Church,* but *Of the Rectory of the Church of S. with the Appurtenances.*

A Presentation. But when it is but of a Presentation, it must be *Of the Advowson of the Church of S. and not with the Appurtenances.*

A Vicarage. And of all Vicarages endowed, the Writ must be *Of the Advowson of the Vicarage of the Church of S. and not with the Appurtenances.*

A Vicarage not endowed passes under these Words, *Of the Advowson of the Church of S. &c.*

Parts severed. If an intire Manor, Messuage, or other intire Thing be divided or parted, and after a Fine is to be levied of some of the Parts of the Thing so severed, the Fine must not be *de medietate, or de quarta parte,* or other Part

Part of the Manor, Messuage, or other Thing, but such Part must be demanded by the Name of the whole Thing; as if the Manor of *D.* be divided into two Parts, the Fine of the one Part (if the Division be so made that the Manor of that Part be not extinct) must be *de manerio de D.* So if a Messuage and twenty Acres of Land be divided into two Parts, the Fine of the one Part must be of *de uno mesuagio & decem acris terræ, &c.* And not *de medietate unius mesuagii & viginti acrarum terræ*; for the Things newly divided from the Rest are now become whole Things by themselves, though less in Quantity than the Whole was before the Division.

If a Thing be twice named in a Writ of ^{*Twice named.*} Covenant, it hurteth not; as a Manor and a Hundred, Parcel of the same Manor. 27 *H. 8. 2.*

If Lands in divers Counties pass, there ^{*Lands in two Counties.*} must be several Writs of Covenant thereof accordingly, and but one Concord.

The Place where the Lands lie is Part of ^{*The Place where, &c.*} the Name and Description thereof, as the Shire, Town, Parish or Hamlet; for a Fine is good in a Hamlet, 38 *E. 3. fo. 19. 8 E. 4. fo. 6. & 7 E. 6. Br. Fines 44 & 91.* or in a Town decayed. 7 *E. 6. Br. Fines 91.*

Nevertheless it is good to name the Town wherein the Hamlet is, and that with Addition, for Distinction, if there be divers Towns of the same Name in the same County.

For all these Particulars, see 2 West's Prec. sect. 26.

Of Fines.

A. seised of Lands in the Vill of *S.* and of Lands in the Vill of *W.* which was in the Parish of *S.* bargains and sells all his Lands in *S.* and covenants to levy a Fine: Adjudged, Nothing passes of the Land in *W.* by the Bargain and Sale; and a *Præcipe* of Lands in *S.* is intended of the Vill, not of the Parish. *Stork v. Fox*, 2 *Cro.* 120. 2 *Ro. Abr.* 54.

A. by Fine grants Common of Pasture to *B.* for twenty Cattle in *Arscomb*, which is only the Name of a Close, and no Vill or Hamlet, or Place known out of a Vill or Hamlet; yet adjudged good, for this is the Agreement of the Parties, and no Exception to it, but the Fine is drawn and passed, and so is well enough. *Monk and Butler*, 2 *Cr.* 574. 2 *Roll.* 19. 1 *Cr.* 270.

If a Manor extend into divers Towns, as *A. B. C.* you must express all or none, as *Of the Manor of S. in A. B. and C.* for if any of the Towns be omitted, none of the Manor in that Town passeth; yet a Fine *Of the Manor of S. with the Appurtenances*, would have carried the whole Manor. 9 *E.* 4. 6.

But if a Man have two Manors of one Name, as *North S.* and *South S.* he should in the Writ express certainly which of them he intends to pass by the Fine. 47 *E.* 3. 12 *H.* 7. 6.

Of placing the Parcels in a Writ of Covenant.

WHEN divers Things pass by one Writ of Covenant, the following Rules must be observed: *Of placing the Parcels in the Writ.*

First, The most worthy Things must be placed before Things less worthy; as a Messuage before Land, a Manor before a Messuage, a Castle before a Manor. 7 H. 6. 39. Plow. 168, 169. *Worthiest.*

Secondly, Things general before Things special; as Land (being the General or Genus) to Meadow, Pasture, Wood, *Juncaria, Mariscus*, Rush and Marsh) is first to be placed; and Wood (being the General to Wood-Grounds; as *Alnetum, Salicetum, &c.* Alder and Willow) is to be set before them in the Writ. *Things general.*

Thirdly, Whole or intire Things to be set down before their Parts; as *de manerio de C. and Parts. & medietate manerii de B. cum pertinen'*, &c. *Whole Things*
Of the Manor of C. and a Moiety of the Manor of B. with the Appurtenances, &c.

Fourthly, Parts of Things excepted must follow those Things out of which they are excepted. *Things excepted.* And if there be divers Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be the last placed. Reg. fol. 6. As *de manerio de D. cum pertinen' in C. (excepto uno mesuagio, duabus acris terre, & advocacione Ecclesie de C. &c.)* Of the Manor of D. with the Appurtenances in C. (except one Messuage, two Acres of Land, and the Advowson of the Church of C. &c.)

Of Fines.

Every Thing excepted ought to be certainly named. It needeth not to say, *cum pertinent*, with the Appurtenances, after the Thing excepted. 40 E. 3. 25.

The Exception must always be of such Things whereof the Writ will lie, and be mentioned therein. *Plow. fo. 361. a. 362. b. 370. Reg. fo. 228, 229.* Of which for the present see the following Example :

Surry. ‘ **C**ommand C. D. that justly, &c.
 ‘ he perform to A. B. the Cove-
 ‘ nant made between them, of one Messuage,
 ‘ one Cottage, and of the Moiety of one Mes-
 ‘ suage and of ten Acres of Land, with the
 ‘ Appurtenances, except one Acre of Land in
 ‘ N. &c.’

And finally, the Form and Order of placing the Particulars in a Writ of Covenant, is exactly the same as in a *Præcipe quod reddat* of Lands.

And further, observe the Rule in the Register, fo. 2. a. which partly appeareth in these Verses :

<i>suagium,</i>	<i>tum,</i>	<i>lendinum,</i>	<i>lumbare,</i>	<i>dinum,</i>
Mes	Tof	Mo	Co	Gar
<i>ra,</i>	<i>tum,</i>	<i>tura,</i>	<i>cus,</i>	<i>ra,</i>
Ter	Pra	Pas	Bos	Brue
<i>ria,</i>	<i>cus,</i>	<i>tum,</i>	<i>caria,</i>	<i>ditus,</i>
Junca	Maris	Alne	Rus	Red

Seclare priora.

See 2 West's Prec. sect. 28.

The

The Writ of Covenant must bear Teste before the Writ of *Dedimus Potestatem*.
35 H. 8. Br. Fines 116.

Gray and *Elizabeth* his Wife levied a Fine *Amendment of*
of the Manor of *E.* and a great Number of *Fines.*

Acres of Land, &c. of the yearly Value of twenty Marks, to *Nicholas Bobun*: The Fine *pro licentia concordandi* being 40 s. was paid, but in entring it upon the Writ of Covenant the Manor was omitted; and for this Mis- *In the Entry of*
prision a Writ of Error was brought, and the *the King's Sil-*
Transcript of the Fine certified, and Error *ver.*

assigned (*inter alia*) in that Point, for that the King's Silver was not paid as well for the Manor as for the Tenements. Afterwards the Justices of the Common Pleas were moved in open Court to amend the Fine, and it appearing to be but the Misprision of the Clerk who entered the King's Silver, and that the said Sum. of 40 s. was in Truth the Fine as well for the Manor as for the Residue, and that the Value entered upon the Back of the Writ of Covenant, is the Warrant for entring the King's Silver; and though the Transcript of the Fine was removed by the Writ of Error, yet as the Body of the Record remained in the Common Pleas, the Entry was amended. 5 Rep. 43. b.

Also the Writ of Covenant was amended, *In the Teste of*
and made *Teste me ipso* instead of *Dede me ipo*. *the Writ of*
Bobun's Case, 5 Rep. 43. *Covenant.*

See the same Case for several other Amendments.

A Writ of Error was brought to reverse a *Teste of Writ*
Fine, and it was assigned for Error, that the *of Covenant.*
Writ of Error bore Teste the 24th of April,

and was returnable 15 *Paschæ*, (which was on the 15th Day of *April*) and so the Return before the Teste. And it was resolved *per totam Cur'*, That it should be amended; for Fines and Common Recoveries are but common Assurances had by mutual Consent of the Parties, and therefore such Misprisions may be amended. *Gage's Case*, 5 *Rep.* 45. *Vide* 1 *Salk.* 52, 53.

Teste of the Writ of Covenant was after the Teste of the *Dedimus Potestatem* adjudged Error. *Goborn and Wright*, 3 *Cr.* 740.

Fines amended by striking out the Words, in America in partibus transmarinis.

Two Fines were levied of Lands in the Island of *Antigua*, described thus: *In insula de Antegoa in America in partibus transmarinis, viz. in Paroch' Stæ. Mariæ Islington in Com' Midd'*. Error being brought to reverse the Fines, *Chapple*, Serjeant, for the Conusee, moved the Court that the Fines might be amended by striking out the Words, *in America in partibus transmarinis*, which was ordered accordingly on hearing. *Eyre and Wright*, Serjeants, for the Plaintiffs in Error, and reading the Articles between the Parties to the Fine for conveying and assuring the Land. *Forster v. Pollington*, *Ux' & al'*. *Forster & al' v. Brooke & Ux'*, *Easter* 8 *Geo.* 2. See *Barnes*, *Tit. Fine*, fo. 143. *S. C.*

Writ of Covenant made out by the Cursitor.

The Writ of Covenant, which is the Writ on which a Fine generally acknowledged, is made out by the Cursitor of that County wherein the Lands lie, and for that Purpose you deliver him a *Præcipe*, naming the Parties and the Lands, in this Form :

Cambridge.

Cambridgeshire, 'C Ommend S. B. [*the Præcipe for a*
to wit. 'Conusor] that justly, *Writ of Cove-*
 ' &c. he perform to J. P. [*the Conusee*] the *nant.*
 ' Covenant made between them of one Mes-
 ' suage, one Stable and one Garden, [*the Par-*
 ' *cels intended to pass by the Fine*] with the Ap-
 ' purtenances in E. And unless, &c.' Ret—

The Writ of Covenant is seldom bespoke or made out till after the Fine is acknowledged, except where the Conusance is taken at Bar; the Conusance must be made before the Return of the Writ of Covenant.

Where the Fine is acknowledged before the Chief Justice out of Court, or before Commissioners by Virtue of a *Dedimus Potestatem*, you leave the *Præcipe* and Concord acknowledged with the Curfitor, and he takes Care of the Teste and Return of the Writ of Covenant.

Death of any of the Parties before the Return of the Writ of Covenant is a Countermand of the Conusance, and if it be after recorded, it is erroneous, and may be assigned for Error, where the Conusance is before Commissioners, as that is not against the Record, for he may die after Conusance, and before the Return of the Writ; *aliter* where the Conusance is in Court, as that is always after the Return. 3 Cro. 468. *Sed vide postea, fo.*

Harris v. Micklethwayte & Ux', Mich.
 6 Geo. 2.

There must be fifteen Days between the 15 Days be-
 Teste and Return of this Writ. *tween the Teste*

The *and Return of*
the Writ.

*Not to bear
Teste on a Sun-
day, or dies
non juridicus.*

The Teste must not be on a Sunday, or any Day that is not *dies juridicus*.

Teste of the Writ of Covenant was after the Return adjudged Error. *Gage and Tawyer*, 5 Rep. 45. Where the Teste of the Writ of Covenant was after the Teste of the *Dedimus Potestatem* adjudged Error. *Goborn and Wright*, 3 Cr. 740.

*On what
Writ a Fine
may be levied.*

A Fine may be levied on a Writ of Right Close, or in any Real Action, but not in an Original in a Personal Action; the common Writ of Covenant on which a Fine is levied is not a Personal but a Real Action; for tho' it is to have Damages for a Breach of Covenant, as in Personal Actions, yet it is to have an Execution and Performance of the Covenants. *Salk.* 340.

Of the several Forms of Concords.

The Concord.

THE Concord is the very Agreement of the Parties declaring in what Manner the Lands shall pass.

*Where divers
Conusees, the
Right to be to
one and his
Heirs only.*

When a Fine is acknowledged to divers Conusees, the Right shall be limited to one of them only, and the Estate limited to his Heirs only whose Right it is acknowledged to be, as thus. *Vide 2 West's Prec. sect. 30.*

*Concord from
one Conusor to
two Conusees.*

‘ And the Agreement is such, to wit,
‘ That the aforesaid *A.* hath acknowledged
‘ the aforesaid Tenements, with the Appur-
‘ tenances, to be the Right of him the said
‘ *B.* as those which the said *B.* and *C.* have
‘ of

of the Gift of the aforesaid *A.* and those
 he hath remised and quit-claimed from him
 the said *A.* and his Heirs to the aforesaid
B. and *C.* and the Heirs of the said *B.* for
 ever. And moreover the said *A.* hath
 granted for him and his Heirs, that he
 will warrant the aforesaid Tenements, with
 the Appurtenances, against him the said *A.*
 and his Heirs for ever. And for this, &c.

Baron and Feme enfeoff *A.* and *B.* by Feoffment to
 Deed, *Habendum* to them and their Heirs, ^{two, Haben-}
 and then levy a Fine to them and the Heirs ^{dum to them}
 of *A.* This is no Conclusion, but that the ^{and their}
 Fee is in both as before: 1. Because they ^{Heirs, Fine to}
 had a Fee before by the Feoffment, and so the ^{them and the}
 Fine enures but as a Release. 2. The Conu- ^{Heirs of one of}
 sance to them and the Heirs of the one ^{them, the Fee}
Come ceo, &c. is consistent with the Estate ^{is in both.}
 they had before; for if both had *droit*, *i. e.*
 Right, one had Right. 3. Fines cannot be
 otherwise passed, for the Fee must determine
 in some one Person in certain. 4. It is
 not Executory, but only to extinguish the
 Right of the Feme, *ideo* no Estoppel: So
 note, that the precedent Feoffment rules and
 directs the subsequent Fine, and preserves
 the joint Estate in Fee, against the express
 Limitation of the Fine; and in Regard it
 cannot be levied in other Form, it is directed
 by the precedent Agreement and Estate made
 by the Parties. 2 Rep. 74. b.

The Release and Warranty must be from ^{Divers Conu-}
 the Heirs of one of the Conusors; for in a ^{sors, the Release}
 Fine from divers, the Fee must be supposed ^{and Warranty}
^{must be from}
^{to the Heirs of}
^{one of them.}

to be in one of them only, though at this Day the Practice is generally otherwise. 2 *West. Prec. sect.* 30.

*Concord from
two Conusors
to one Conusee.*

‘ And the Agreement is such, to wit,
‘ That the aforesaid *J.* and *A.* have acknow-
‘ ledged the aforesaid Tenements, Common
‘ of Pasture and free Fishery, with the Ap-
‘ purtenances, to be the Right of him the
‘ said *W.* as those which the said *W.* hath of
‘ the Gift of the aforesaid *J.* and *A.* and
‘ those they have remised and quit-claimed
‘ from them the said *J.* and *A.* and their
‘ Heirs, to the aforesaid *W.* and his Heirs
‘ for ever. And moreover the said *J.* hath
‘ granted for him and his Heirs, that he
‘ will warrant to the aforesaid *W.* and his
‘ Heirs the aforesaid Tenements, Common
‘ of Pasture and free Fishery, with the Ap-
‘ purtenances, against him the said *J.* and
‘ his Heirs for ever. And further, the said
‘ *A.* hath granted for him and his Heirs,
‘ that he will warrant to the aforesaid *W.*
‘ and his Heirs the aforesaid Tenements,
‘ Common of Pasture and free Fishery, with
‘ the Appurtenances, against him the said *A.*
‘ and his Heirs for ever. And for this, &c.’

*Baron and
Feme Conusors
of the Hus-
band's Lands.*

In a Fine from a Man and his Wife of the Husband's Lands, the Release and Warranty is from the Heirs of the Husband, as in the Example following :

The Concord.

‘ And the Agreement is such, to wit,
‘ that the aforesaid *A.* and *B.* have acknow-
‘ ledged the aforesaid Tenements, with the
‘ Appurtenances, to be the Right of him the
‘ said

‘ said C. as those which the said C. hath of
 ‘ the Gift of the aforesaid *A.* and *B.* and
 ‘ those they have remised and quit-claimed
 ‘ from them the said *A.* and *B.* and the
 ‘ Heirs of the said *A.* to the aforesaid *C.* and
 ‘ his Heirs for ever. And moreover the said
 ‘ *A.* and *B.* have granted for them and the
 ‘ Heirs of the said *A.* that they will warrant
 ‘ to the aforesaid *C.* and his Heirs the afore-
 ‘ said Tenements, with the Appurtenances,
 ‘ against them the said *A.* and *B.* and the
 ‘ Heirs of the said *A.* for ever. And for
 ‘ this, &c.’

In a Fine from Husband and Wife of the *Baron and*
 Wife’s Lands, the Release and Warranty is *Feme Conusors*
 from the Heirs of the Wife in this Manner : *of the Wife’s*
Lands.

‘ And the Agreement is such, to wit, *The Concord.*
 ‘ That the aforesaid *A.* and *B.* have acknow-
 ‘ ledged the aforesaid Tenements, with the
 ‘ Appurtenances, to be the Right of him the
 ‘ said *C.* as those which the said *C.* hath of
 ‘ the Gift of the aforesaid *A.* and *B.* and
 ‘ those they have remised and quit-claimed
 ‘ from them the said *A.* and *B.* and their
 ‘ Heirs, to the aforesaid *C.* and his Heirs
 ‘ for ever. And moreover the said *A.* and
 ‘ *B.* have granted for them and the Heirs
 ‘ of the said *B.* that they will warrant to
 ‘ the aforesaid *C.* and his Heirs the aforesaid
 ‘ Tenements, with the Appurtenances, a-
 ‘ gainst them the said *A.* and *B.* and the
 ‘ Heirs of the said *B.* for ever. And for
 ‘ this, &c.’ *Vide West’s Symb. sect. 135.*

Vide postea more Precedents to this Purpose.

In

*None can take
by Render but
some of the
Conusors.
Remainders
may be limited
to Strangers.*

In a Fine Sur Grant & Render none can take the first Estate by the Render but some of the Conusors; but Reversions or Remainders may be limited to Strangers. If *A.* acknowledge a Fine to *B.* and *B.* render back to *A.* To hold to him and *C.* his Wife, and the Heirs of their Bodies, &c. *C.* shall take no Estate, for that she is not a Party to the Writ. 2 *West's Prec. sect. 30.*

A Concord cannot be of any other Thing than of what is contained in the Writ of Covenant, and not of a foreign Thing, if it be not consequent; as in a Writ of Land, Rent, Common, &c. may be rendered issuing out of it. 2 *West's Prec. sect. 30. fo. 10.*

A Concord may be with an Exception out of some Part.

*Jointure by
Fine,*

If a Man will, he may make a Jointure by Fine thus: *A.* the Husband may levy a Fine to *B.* in Fee Sur Cognisance de droit come ceo, &c. then *B.* may render back to *A.* for Life, without Impeachment of Waste, the Remainder to *C.* the Wife of *A.* for the Term of her Life, Remainder to *A.* and his Heirs. 2 *West. ibid.*

*The Manors
and Tenements
in a Writ may
be divided.*

The Manors and Tenements in the Writ may be divided; as if a Fine be levied of the Manor of *G.* with the Appurtenances, by *A.* unto *C.* which *A.* acknowledgeth to be the Right of *C.* as that, &c. and *C.* granteth and rendereth the same to *A.* in Tail, the Remainder of the fourth Part of the Manor towards the West to the said *A.* and his Heirs, the Remainder of another fourth Part towards the East to *J.* and his Heirs, the Remainder of another fourth Part towards the

the South to one R. and his Heirs, and the Remainder of the other fourth Part towards the North to W. and his Heirs. *Vide 2 West. sect. 30.*

A Lease for Years may be made to bind the Tenant in Tail thus: The Tenant in Tail and the Lessee to acknowledge the Tenements to be the Right of a Stranger, as that, &c. and the Conusee to grant and render the Tenements to the Lessee for certain Years, yielding Rent with a Clause of Distress; and then grant the Reversion to the Tenant in Tail. *2 West. ibid.*

A Lease by Fine to bind the Tenant in Tail.

If a Stranger who has nothing in the Land levy a Fine to him in Remainder in Tail, dependant on an Estate for Life *Sur Cognisance de droit come ceo que il ad de son done*, &c. and the Conusee by the same Fine render to the Conusor for Years, commencing at Michaelmas next, and dies, and all the Proclamations are made after his Death, and the Tenant for Life after such Time as the Lease is limited to begin dies; this will be a good Lease to bar the Issue in Tail for the Term. *2 West. ibid.*

Lease by Tenant in Tail dependant on an Estate for Life.

A Fine *Sur Cognisance de droit come ceo*, &c. is levied to A. in Fee, rendering Rent; the Reservation is void because the Fine is executed, for no Reservation can be but of a Fine Executory, as *Sur Grant & Render*.

No Rent to be reserved on a Fine Sur Cognisance de droit come ceo, &c.

A particular Tenant, as for Life, &c. cannot by Fine surrender his Term to him in Remainder or Reversion, but may by Fine grant and Release to him. *2 West. ibid.*

Tenant for Life cannot by Fine surrender to him in Remainder, but may grant and release to him.

One

*One Concord of
Lands in di-
vers Counties.*

One Concord may be of Lands in divers Counties, and the Fine *pro licentia concordandi* of all extracted intirely; but there must be several Writs of Covenant all returnable at one Day. 2 *West. sect.* 30.

*The particular
Names of
Things in the
Writ not to be
rehearsed in
the Concord,
only the gene-
ral Names.*

Example.

And finally, all the special Names of Things contained in the Writ are not to be rehearsed in the Concord, but only the general Words therein mentioned, as Manor, Tenements, Rents, Advowsons, Common, &c. 2 *West. ibid.*

As where the Writ is of one Messuage, one Garden, one Orchard, ten Acres of Land, five Acres of Meadow, ten Acres of Pasture, four Acres of Wood and Common of Pasture, with the Appurtenances, in C. &c. 2 *West. ib.*

The Concord is thus: Hath acknowledged the Tenements and Common aforesaid, with the Appurtenances, to be the Right, &c.

But this and several other Matters necessary to be known, will be more plainly set out in the ensuing Precedents.

*Conusor died
before the
King's Silver
paid, yet the
Fine stood.*

A Man and his Wife acknowledged a Fine 26 *March* 1621; by *Dedimus Potestatem*, and the Wife died the 27th of the same Month, the 28th Composition was made in the Alienation-Office, upon a Writ of Covenant made returnable in *Hilary* Term precedent, and the King's Silver was entered in the Office of the King's Silver, as of the same *Hilary* Term, and so the Fine was passed and ingrossed; and in *Easter* Term the Heir of the Wife moved against the Fine, but upon Debate the Court resolved the Fine must stand. *Hob.* 330. *V. Hutt.* 135. *Dyer* 221. *pl.* 15. *Salk.* 341.

A

A Fine was acknowledged by a Man and his Wife 7 Dec. 1689, but by Reason that King James had abdicated the Kingdom, and taken away the Great Seal, there followed a stay of Proceedings at Law; and the Woman died the 20th of February following, on the 22d of February the King's Silver was paid as upon a Writ of Covenant in King James's Time, though no Writ was then sued out. Afterwards a Writ of Covenant was taken out, returnable in Michaelmas preceding, sealed with the Seal of King William and Queen Mary, and the Fine was engrossed as of Michaelmas Term.

Trin. 1 W. & M. it was moved that the Fine might be vacated.

But the Court (after the Cause had been twice moved, and full Consideration of it) gave their Opinions *seriatim*, that the Fine should stand, for the Entering of the King's Silver after the Party's Death could not now be examined, in Regard the Fine was engrossed and compleated as a Fine of Michaelmas Term; and the Court would not stop a Fine taken of a Feme Covert when she was dead. 2 Vent. 47.

The Fine being stop'd at the King's Silver-Office by Caveat, by Order of Mr. Justice Price, upon an Affidavit of the Death of the Wife, (one of the Conusors) Application was made to the Court of Common Pleas that the Fine might pass. It appeared that the Wife died the Day after the Caption, and after the Teste, but before the Return of the Writ of Covenant. It was insisted, that

*The entering
the King's Sil-
ver after the
Conusor's
Death not to
be examined.*

*Fine passed
tho' one of the
Conusors died
before the Re-
turn of the
Writ of Cove-
nant.*

the King's Silver was not paid before the Death of the Wife, and therefore the Fine ought not to pass. On the other Side it was urged, that Fines are common Assurances, and the Acknowledgment makes the Fine compleat: That the King's Silver is the Fine *pro licentia alienandi*, which is the *Præ-Fine* paid at the Alienation-Office, and for which a Receipt was indorsed in this Case on the Writ of Covenant, and is not Part of the Post-Fine, which is never collected until after the Fine is compleated; and the Court, after Consideration, ordered the Fine to pass. *Harris v. Micklethwaite & Ux'*, Mich. 6 Geo. 2. *Vide antea, fo. 57. Barnes 141.*

On Death of
one Conusor
may proceed
with the Fine
as against the
other.

Tenant for Life and the Remainder Man in Fee acknowledge a Fine, the Tenant for Life died. *Per Hobart Ch. Just.* the Conussee may proceed with his Fine as against the Remainder Man only, and take his Writ of Covenant accordingly; and the Death of the other is no hindrance, for the Conusance of every one is as against himself, and works for so much as he can pass. *Ersfield's Case, Hob. 329.*

Concord of one
Term, and re-
corded in ano-
ther Term, it
is a Fine of
that Term in
which it was
acknowledged,
and in which
the Writ of
Covenant was
returnable.

A Fine was thus; *Hæc est finalis concordia facta in Curia Regis apud Westm' a die Sancti Mich' in tres septiman' Anno decimo Will' 3. coram Tho. Trevor, &c. Et postea in Crast. Sanctæ Trin. 1 Annæ, concess. & recordat' cor' eisdem justic'*; so that the Concord of the Fine was of one Term, and the *Recordat'* of another; and therefore the Question was, Of which Term this should be a compleat Fine. *Per Cur'*, It is a Fine of the Term when the Concord

Concord was made, and of which the Writ of Covenant was returnable, for the *Concordia facta in Curia* is the compleat Fine, the *Concess. record* is the Leave of the Court to inrol it. *Salk.* 341.

Fines, as I have before mentioned, are either acknowledged at the Bar of the Court, before the Chief Justice out of Court, or before Commissioners by *Dedimus Potestatem*.

Of acknowledging a Fine at the Bar of the Court.

YOU must make a *Præcipe* for a Writ of Covenant in this Manner: *The Manner of acknowledging a Fine at Bar.*

Somerſet. ‘ **C**ommand C. S. and M. his Wife, that juſtly, &c. they perform to R. W. the Covenant made between them of two Meſſuages, one Garden, five Acres of Land and ſeven Acres of Paſture, with the Appurtenances, in P. And unleſs, &c.’

This *Præcipe* you carry to the Curſitor of the County wherein the Lands lie, who will make out the Writ of Covenant, for which you pay 7 s. 6 d. When you have the Writ of Covenant, you ingroſs the *Præcipe* and Concord in Parchment in this Form:

Somerſet. ‘ **C**ommand C. S. and M. his Wife, that juſtly, &c. they perform to R. W. the Covenant made between

Of Fines.

‘ tween them of two Messuages, one Garden,
 ‘ five Acres of Land and seven Acres of Pa-
 ‘ sture, with the Appurtenances, in P. And
 ‘ unless, &c.

*Fine by Baron
 and Feme of
 the Husband's
 Lands.*

‘ And the Agreement is such, to wit,
 ‘ That the aforesaid C. and M. have acknow-
 ‘ ledged the aforesaid Tenements, with the
 ‘ Appurtenances, to be the Right of him
 ‘ the said R. as those which the said R. hath
 ‘ of the Gift of the aforesaid C. and M. and
 ‘ those they have remised and quit-claimed
 ‘ from them the said C. and M. and their
 ‘ Heirs to the aforesaid R. and his Heirs for
 ‘ ever. And moreover the said C. and M.
 ‘ have granted for them and the Heirs of the
 ‘ said C. that they will warrant to the afore-
 ‘ said R. and his Heirs the aforesaid Tene-
 ‘ ments, with the Appurtenances, against
 ‘ them the said C. and M. and the Heirs of
 ‘ the said C. for ever. And for this, &c.’

You then deliver the Writ of Covenant,
 and the *Præcipe* and Concord ingrossed on
 Parchment, to a Serjeant at the Bar, when
 the Conusors being present, the Serjeant will
 get it passed; the Manner heretofore was
 thus: The Serjeant would desire the Justices
 to record the Appearance, which being grant-
 ed, the Serjeant will say,

The King's Silver.

The second Prothonotary or his Clerk will ask,
What will he give?

The

The Serjeant,

What he will have.

The second Prothonotary or his Clerk,

Draw the Agreement.

Then the Serjeant,

With your Leave the Agreement is such, to wit, &c. (reciting the Substance of the Concord).

If either of the Conusors be a Feme Covert, the Serjeant will direct her to go up to one of the Judges on the Bench, who will take the Concord in Parchment, and read the Contents of it to her, and examine her apart, whether she acknowledgeth the Fine freely, or by Coertion; and then deliver it to the Prothonotary. 22

When you have got the Concord from the Prothonotary, you proceed through the Alienation-Office, Return-Office, Clerk of the Warrant's Office, Custos Brevium's Office, Cursitor's Office, King's Silver-Office and Chirographer's Office, in the Manner hereafter directed.

Of acknowledging a Fine before the Lord Chief Justice.

How to acknowledge a Fine before the Chief Justice of the Common Pleas.

WHEN your Fine is to be acknowledged before the Lord Chief Justice out of Court, or before Commissioners by *Dedimus Potestatem*, you need not bespeak the Writ of Covenant before the Fine is acknowledged.

In the first Case you ingross the *Præcipe* and Concord on Parchment, and also make a Copy thereof on a Sheet of Paper, and underwrite the Caption in this Manner :

*Taken and acknowledged
the — Day of —
before*

You then go with the Conusors to his Lordship's House or Chambers, and deliver the *Præcipe* and Concord on Parchment, and the Copy on Paper (both which the Conusors must sign) to his Lordship's Clerk, when his Lordship will take the Acknowledgment of the Parties; and if a Feme Covert be one of the Conusors, examine her apart of her Consent; and the *Præcipe* and Concord on Parchment will be delivered back to you, but the Copy on Paper the Clerk will keep, who will take of you his Fee, which is 12 s.

You then pass through the several Offices before mentioned, in *Page 69*.

Any

Any other Judge of either Bench, or Baron of the Exchequer, may in like Manner take the Conusance of a Fine; but then before the Judge, or Baron's Clerk returns you the *Præcipe* and Concord, you must get the Curfitor to make out a general Writ of *Dedimus Potestatem*, whereupon the Judge or Baron will certify the Caption; you pay for this Writ 10 s. 8 d.

Any other Judge may take the Conusance, but will require a general Dedimus Potestatem before he will return the Caption.

Of acknowledging before Commissioners in the Country by special *Dedimus Potestatem*.

YOU must draw a *Præcipe* on Paper as for a Writ of Covenant, and name the Commissioners you intend the *Dedimus Potestatem* should be directed to; there must be five Commissioners, one of them a Knight, but of that the Curfitor generally takes Care. The *Præcipe* is in the ensuing Form, according to the Nature of the Case.

How to take a Fine by Dedimus Potestatem.

Yorkshire, ' Command C. K. Esq; and L. to wit. ' his Wife, that justly, &c. ' they perform to C. B. Gent. the Covenant ' made between them of twenty Acres of ' Land, with the Appurtenances, in C. And ' unless, &c.

Commissioners	{	Sir G. C. Knt.	} Gent.
		J. C.	
		A. P.	
		J. F.	
		S. F.	

*The Dedimus
Potestatem.*

*Note; the Cur-
fitor of the pro-
per County
makes you out
this Writ.*

GEORGE the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. To our trusty and well-beloved Sir George Cooke, Knt. and to our beloved John Clarke, Arthur Parker, John Freeborn, and Samuel Freeborn, Gentlemen, Greeting: Whereas our Writ of Covenant dependeth before our Justices of the Bench, between C. B. Gent. and C. K. and L. his Wife, of twenty Acres of Land, with the Appurtenances, in Carleton in the County of York, for a Fine to be thereof levied between them, before our said Justices in the same Bench, according to the Law and Custom of England: And the said C. and L. being, as we are informed, so infirm that they are not able without great Danger of their Bodies to travel to Westminster by the Day in the said Writ contained, to make such Acknowledgments as are requisite to be made in this Behalf: We tendering the State of the said C. and L. in this Behalf, have given you, or two of you, Power to take the Acknowledgments which the said C. and L. will make before you, or two of you, concerning the Premisses; and therefore we command you, or two of you, that going in Person to the said C. and L. you take their said Acknowledgments, and when you shall have taken them, you distinctly and plainly certify the same to our said Justices, under your Seals, or the Seals of two of you, that then the said Fine between the said Parties of the Premisses may be levied before

before our said Justices in the same Bench,
according to the Law and Custom above-
said, sending to the same Justices this Writ.
Witness Ourself at *Westminster* the 4th Day
of *January* in the 13th Year of our Reign.
Vide 2 West's Prec. fol. 44.

King.

By the Lord Chancellor of Great
Britain, at the Instance of
the Demandant.

H. C.

T. Parker.

You pay the Curfitor for this Writ
1 l. 5 s. 8 d. Then ingross the *Præcipe* and
Concord in Parchment thus :

Yorkshire. ‘ C Ommmand C. K. Esq; and L. *A Præcipe and*
‘ his Wife, that justly, &c. *Concord of the*
‘ they perform to C. B. Gent. the Covenant *Wife's Lands.*
‘ made between them of twenty Acres of
‘ Land, with the Appurtenances, in C. And
‘ unless, &c.

‘ And the Agreement is such, that is to
‘ say, That they the said C. K. and L. have
‘ acknowledged the said Tenements, with
‘ the Appurtenances, to be the Right of the
‘ said C. B. as those which the said C. B.
‘ hath of the Gift of the said C. K. and L.
‘ and those they have remised and quit-
‘ claimed from them the said C. K. and L.
‘ and the Heirs of the said L. unto the said
‘ C. B.

‘ C. B. and his Heirs for ever. And more-
 ‘ over the said C. K. and L. have granted
 ‘ for themselves and the Heirs of the said
 ‘ L. that they will warrant to the said C. B.
 ‘ and his Heirs the said Tenements, with
 ‘ the Appurtenances, against them the said
 ‘ C. K. and L. and the Heirs of the said L.
 ‘ for ever. And for this, &c.’

C. K.

L. K.

*Taken and acknowledged the
 ninth Day of February in
 the Year of our Lord One
 Thousand seven Hundred
 and Thirty-nine, before us*

The *Præcipe* and Concord thus ingrossed
 on Parchment, and the *Dedimus Potestatem*,
 are to be delivered to the Commissioners at
 the Time of taking the Conusance.

*How the Com-
 missioners are
 to take the
 Conusance.*

Any two of the Commissioners may take the
 Acknowledgment of the Fine. They should
 in Strictness know the Conusors, or be in-
 formed by some Person of Credit, that the
 Parties who come to acknowledge the Fine
 are the real Persons named in the Concord,
 for some have covenously acknowledged Fines
 in the Names of others. They should read
 the Contents of the Concord to the Conu-
 sors, who are to acknowledge their Consent
 thereto, and thereupon the Conusors are to
 sign the Concord. If either of the Conusors
 be a Feme Covert, the Commissioners should
 take her apart, acquaint her with the Con-
 tents, Effect and Consequence of the Fine,
 and

and examine her whether she acknowledgeth the same voluntarily and freely, or by Compulsion, Fear or Dread of her Husband; in which Case they ought not to take her Acknowledgment. The Commissioners ought to be careful that none of the Parties be Infants, Lunaticks, Ideots, or otherwise unfit to be Conusors; for which Purpose I shall give the Reader the following Rule of Court.

WHEREAS by the antient Usage grounded upon the Laws and Statutes of this Realm, there was in every Writ of *Dedimus Potestatem*, to take the Acknowledgment of any Fine, a Knight or a Sergeant at Law, named and meant to be of the *Quorum*, unless the Acknowledgment were taken by some of the Justices at *Westminster*, or of the Barons of the Exchequer, being of the Coif; which antient Usage was duly observed till about thirty Years last past, since which Time such Writs of *Dedimus Potestatem* have been commonly directed to Persons of mean Calling; and although a Knight were named therein, yet it was *pro forma tantum*, and he never sealed unto it, but the Acknowledgment taken by the Rest being for the most part Men of mean Calling, and commonly unlearned and unskilful in such Cases, by Reason whereof the great and reverent Solemnity, which ought to be inviolably observed in Fines, is neglected, the said Fines levied being the biggest Bars and Records of greatest Power

Abuses in taking the Acknowledgment of Fines,

Power and Force, binding as well Privies as Strangers, unless they make their Claim in due Time; and yet the said Fines by such Means are abused, and the Acknowledgment of Infants and Women Coverts not duly examined, Ideots, and such like Persons, have been taken and certified by such Commissioners; and so it was this present *Easter Term*, in the 43d Year of her Majesty's Reign, proved in open Court on Oath, in a Fine taken by such Commissioners in the County of *Lincoln*, and divers of the like Sort have been certified, as it was this Day also testified by the Clerk of the Fines; which Abuses and Disorders are very common, and great, and meet in Justice to be reformed: Therefore to prevent such great Inconveniencies, and to the Intent that Fines may be taken by Men of Credit and Reputation, according to the Law and Custom of this Realm, *It is this Day ordered*, That from and after the second Return of *Trinity Term* next ensuing, no *Dedimus Poteftatem* directed to Commissioners to take the Acknowledgment of any Fine shall be received or recorded in this Court, unless the same Acknowledgment be taken by some of the Justices of the one Bench or the other, or of the said Barons of the Exchequer, or Serjeant at Law, or that a Knight be of the *Quorum*. *Pas. 43 Eliz.*

No Fine to be received unless acknowledged before a Judge or Serjeant at Law, or a Knight be of the Quorum.

Though a Knight be at this Day constantly named in the *Dedimus Poteftatem*, it is still as the Rule says, *pro forma tantum*; neither is there any one named of the *Quorum*, any
two

two of the Commissioners may execute the Writ.

Conusance of a Fine taken 27th of March, ^{Conusance of a} and the *Dedimus* bore Teste the 9th of April ^{Fine taken be-} after. Objection in Error, that the Conu- ^{fore the Teste} sance was without Warrant: *Sed non allocatur*, ^{of the Dedi-} mus Potesta- ^{tem.} as that would reverse many Fines. Another

Objection was, that the Conusance is *de manerio* 5 s. Rent, and the Fine is *de manerio* only. *Cur'*, If the Rent is under 5 l. they use not to mention it in the Fine ingrossed.

Argenton and Westover, 3 Cro. 275. 2 Cro. 11.

Dedimus Potestatem to take the Conusance ^{Of taking the} of four; they take the Conusance of three, ^{Acknowledg-} the fourth refusing. Ruled, the fourth may ^{ment of several} be struck out, and the Writ of Covenant ^{Conusors.}

may be made accordingly; or a new *Dedimus* may issue to take the Conusance of the three, and to be of the same Date with the first. Also the Commissioners may take the Conusance of one at one Time, and the Conusance of the others at another Time. 3 Cro. 576.

A. personates the Owner of the Land in a ^{Conusor per-} Fine, and the Procuror being convicted, the ^{sonated, Fine} Judges were of Opinion, that it may be ^{vacated on} avoided by entering a *Vacatur* upon the Roll. ^{Conviction.}

Hubert's Case, 3 Cro. 531.

When the Commissioners have taken the ^{The Return of} Acknowledgment of the Parties, they are to ^{the Dedimus.} subscribe their Names to the Caption; they must also make the following Indorsement on the Back of the *Dedimus Potestatem*, viz.

The Execution of this Writ appears in a certain Schedule hereunto annexed.

To

To this Indorsement they are also to subscribe their Names, and annex the Concord to the *Dedimus Potestatem*.

Commissioner to certify the Day and Year of the Caption.

Not bound to certify after one Year.

No Officer to receive the Writ of Covenant, unless the Day of the Caption be certified.

Penalty 5 l.

No Fine taken by Dedimus to pass, unless Oath be made of the due Execution thereof.

Every Person that shall take the Knowledge of any Fine, or shall certify it, shall with the Certificate of the Concord, certify also the Day and Year wherein the same was acknowledged: And no Person that taketh any such Knowledge of any Fine, shall be bounden, or by any Means enforced, to certify any such Knowledge, except it be within one Year next after the said Knowledge taken.

And no Clerk or Officer shall receive any Writ of Covenant whereupon any Fine is to pass, unless the Day of the Knowledge of the same Fine shall appear in or by such Certificate, upon Pain that every Clerk that shall receive any such Writ, shall forfeit for every Time that he shall offend, the Sum of 5 l. Stat. 23 Eliz. c. 3. sect. 5.

Then either one of the Commissioners, or some other present at the Acknowledgment, must make Oath of the due Acknowledgment of the Fine, pursuant to the underwritten Rule.

No Fine whatsoever taken and acknowledged before any Commissioner, by Virtue of any Writ of *Dedimus Potestatem* to them directed, shall be allowed to pass, unless some Person present when such Fine was taken and acknowledged, do personally appear before the Lord Chief Justice, or some other Justice of this Court, and be examined upon Oath touching the due Execution thereof, and particularly whether such Person knows the

the Parties acknowledging such Fines. *Hil.*
13 *Geo.* 1. *Vide postea* Rule, *East.* 9 *Anne.*

Upon such Oath being made, the Judge will at the Bottom of the Concord sign an *Allocatur* for the passing the Fine.

You may write the *Allocatur* at the Bottom of the Concord under the Conusors Names, in such of the following Forms as shall suit the Case.

Where the Oath is to be made by one of the Commissioners, and all the Parties have acknowledged, write thus:

UPON the Oath of *A. B.* Gent. (one of the Commissioners) of the due Execution of this Fine, Let it pass.

Where the Fine has not been acknowledged by all the Parties, write thus:

UPON the Oath of *A. B.* Gent. (one of the Commissioners) of the due Execution of this Fine, by *A. B. C. D. &c.* as to them, Let it pass.

Where

Where the Person who swears to the Fine is not a Commissioner, but was only present at the Acknowledgment of the Fine, then you only make this Difference, viz.

UPON Oath made of the due Execution of this Fine by *A. B.* of *C.* in the County of *D.* Gent. (who was present at the Acknowledgment thereof) Let it pass.

Where there is a Rasure in the Date of the Caption of the Fine.

UPON the Oath of *A. B.* Gent. (as in the former) notwithstanding the Rasure in the Caption.

The Fine was taken in *South Carolina*, and Oath of the due Execution of it was made before the Chief Justice there, and attested by a Notary Public. Application was made to the Judges of this Court in the Treasury, that the Fine might pass, but denied, for the Oath must be made before one of the Judges of this Court. *Dean Plaintiff, Tidmarsh Defendant, Easter 8 Geo. 2. Barnes 143.*

Of passing a Fine through the several Offices.

WHEN the Fine is acknowledged at Bar, the Writ of Covenant is sued out before the Fine is acknowledged; but where the Fine is acknowledged before the Chief Justice, or on a *Dedimus Potestatem*, it is not usual to sue out the Writ of Covenant till the Conufance be taken and returned.

In either Case after you have got your *Alienation-Writ of Covenant*, (for which you pay *Office*. 7 s. 6 d.) and the Conufance is taken, you carry the Writ of Covenant to the *Alienation-Office* in the *King's Bench Walks* in the *Temple*, where you are to pay a Fine for Licence or Leave to agree, *pro licentia concordandi*, which will be indorsed on the Back of the Writ, under the Hand of the Master in Chancery belonging to this Office, two Commissioners, and the Receiver.

From thence you carry the Writ to the *Return-Office*. *Return-Office*, which is now kept at the Office of Mr. Prothonotary *Wegg* in the *King's Bench Walks* in the *Temple*; here the Return of the Sheriff is indorsed on the Back of the Writ in this Manner:

Pledges of Prosecution, { *John Doe,*
 { *Richard Roe.*

Summoners, { *John Denn,*
 { *Richard Fenn.*
 T. B. Esq; Sheriff.

You pay at this Office 1 s. 6 d.

G

No

*No Fine of
Lands, &c. in
London or
Middlesex to
be returned,
unless a Note
be given of
the Premises,
&c.*

No Writ of Covenant upon any Fine of any Messuages, Lands or Tenements, or of Rents issuing out of them, lying or being within the City of *London* and the Liberties thereof, or within the County of *Middlesex*, or either of them, whether the same shall be of Messuages, Lands or Tenements in the same City, County, or either of them, singly, or joined with any other Messuages, Lands or Tenements, in any other City or County, shall be returned by the Clerk of the Return of Writs of Covenant, until the Attorney who shall prosecute such Fine shall give a Note in Writing to the Clerk of the Return-Office, as well of the Person's Name and Place of Habitation, who is properly Attorney to the said Fine, as of his own Name and Place of Habitation, as also of the particular Street, Lane or Place where such Messuages, Lands or Tenements are situate, and of the Persons Names who are in Possession of such Messuages, Lands or Tenements, or who is to pay the Post-Fine due to their Majesties: Rule of Court, *Pas. 6 W. & M.*

Note; This Post-Fine is (a Term or two after the Fine is passed) levied by the Sheriff for the Use of the King, and is as much and half as much as was before paid at the Alienation-Office, *e. g.* where the Fine is 6 *s.* 8 *d.* Post-Fine is 10 *s.*

*Warrant of
Attorney.*

You then make out a Warrant of Attorney in this Form :

Michaelmas

Michaelmas Term, (the same the Writ of Covenant is returnable in) in the 13th Year of King George the Second.

Norfolk. ' A. B. (the Conufee) puts in his
' A. Place C. D. to prosecute a
' Writ of Covenant against E. F. and G. his
' Wife (the Conufors) of Lands and Tene-
' ments in S.'

You file this with the Clerk of the Warrants at his Office in Symon's Inn; you pay him for filing the Warrant 4d. and he puts his Stamp to the Back of the Writ of Covenant.

The Attorney is to bring the Writ of *Attorney to*
Covenant *immediately* after it is sealed to the *carry the Writ*
Clerk of the Warrants of this Court, or his *of Covenant to*
Deputy, to be signed by him *before it be* *the Warrant*
signed or recorded by any other Officer of *of Attorney-*
this Court, to the Intent that the said Clerk *Office.*
of the Warrants, or his Deputy, may take
and keep a Note of the said Writ of Cove-
nant, which Note shall be made in the Form
following: Berks, ff. A. B. po. lo. suo C. D.
ad prosequend' bre' de Con' versus E. F. de
maner' de Dale cum pertinen' ac de ten' in
Sale, &c. Rule of Court, Hil. 14 Jac. 1.

The Attorney shall allow for every such *Fee 4d.*
Entry 4d. out of his Fees, and subscribe his
Name to the said Note; and the Clerk of
the Warrants, or his Deputy, shall thereupon
sign the said Writ; and no Officer of this
Court is to receive or file any Writ of Cove-

nant, or make Entry of any Fine, until it be signed by the Clerk of the Warrants, or his Deputy. *Hil. 14 Jac. 1.*

Custos Bre-
vium.

Then you go to the *Custos Brevium's* Office in *Brick-Court* in the *Temple*, who writes on the Back of the Concord the Term, of which the Fine is proclaimed, thus:

Proclaimed *Easter Term xxv K. Geo. 2. 1752.*

And puts his Stamp on the Back of the Concord and Writ of Covenant; you pay at this Office 3 s. 8 d.

You then carry the Writ of Covenant to the Cursitor to be *pro'd*, (as it is termed) *i. e.* to be marked how much is paid *pro licentia concordandi*: He writes at the Bottom of the Writ of Covenant what you have paid for the Fine; this costs nothing.

King's Silver-
Office.

The next Office you apply to is the King's Silver-Office, in *Crown-Office-Row* in the *Temple*, to enter the King's Silver, which is the Fine paid at the Alienation-Office; this Officer stamps the Concord and Writ of Covenant: His Fees are variable, according to certain Circumstances attending the Acknowledging the Fine, the County the Lands lie in, *Post Diems*, *Post Terminums*, &c.

Rules for stay-
ing Fines ac-
knowledge by
Infants, &c. to
be continued
from Term to
Term, and Co-
pies left with
the Clerk of the
King's Silver,
&c.

All Persons making any Complaint against Fines acknowledged by Infants, Feme Coverts without the Consent of their Husbands, or Persons of *Non sane memorie*, or otherwise disabled by Law to acknowledge the same, or by any Person in the Name of another, or by the like Deceit, and obtaining Rules for the staying of such Fines, shall from Term to Term, so long as they shall expect Benefit

or

or Observance of such Rules, enter and continue the same Rule for that Term, or leave Copies thereof with the *Custos Brevium*, Clerk of the King's Silver, and Chirographer, that the same may thereby be the better taken Notice of; or in Default thereof, the said Officers, or any of them, shall not stand farther obliged thereby. *Hil. 28 & 29 Car. 2.* Rule of Court.

And all Persons concerned in the obtaining or prosecuting such Rules, for the staying of such Fines so levied as aforesaid, their Attornies or Clerks are hereby enjoined every Term to search, and see the Books and Entries of Fines with the Clerk of the King's Silver, or other Officer, where Entries are kept for that Purpose. *Same Rule.*

All Manner of Caveats and Orders for the stopping Fines and Recoveries, shall be renewed every Term, or else lose their Force. *Rules not continued lose their Force.* *Same Rule.*

All Manner of Caveats and Orders for the stopping any Fines shall be renewed every Term, and Copies thereof left with the Clerk of the King's Silver, for which he is to demand only his antient Fee of 3 s. 4 d. the Term; and in Default thereof, all Caveats that shall not be so renewed, shall lose their Force, and be void. *Rules to be continued every Term, and Copies left with the Clerk of the King's Silver.* *Pas. 29 Car. 2.*

No Fine whatsoever taken and acknowledged before any Commissioners, by Virtue or Colour of any special *Dedimus Potestatem* to *No Fine taken by Dedimus Potestatem to pass the King's Silver Office, unless Oath be made of the due Execution, and of the Day and Year, in Case of a Rasure.*

them directed, shall pass the Queen's Silver-Office, and the Queen's Silver of such Fine be recorded, unless Oath be made before the Lord Chief Justice, or some other Justice of this Court, of the due Execution of the said Fine, and also of the Day and Year when each Conusor so executed the same, where a Rasure in the Day and Year shall appear in the Caption thereof; and no Fine so acknowledged before such Commissioners, in Case of such Rasure, shall be received and entered by the Clerk of the Queen's Silver of this Court before there be an *Allocatur*, reciting the Day and Year of each particular Conusor's Acknowledgment, under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for the passing of the said Fine, first had and obtained. *East. 9 Ann.*

No Fine taken by Ch. Just. Judge of Assise or Serjeant, if Date of Caption erased, to pass the King's Silver-Office without a Judge's Order.

No Fine whatsoever taken and acknowledged before the said Lord Chief Justice, or any Judge of Assise or Serjeant at Law, if the Date of the Caption of such Fine shall appear to have been rased, shall for the future pass the Queen's Silver-Office, and the Queen's Silver of such Fine be recorded by the said Clerk of the Queen's Silver, before there be an Order under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for his passing and entering such Fine, first had and obtained. *Same Rule.*

After Fine passed King's Silver-Office, no Alteration to be without a Judge's Order.

After any Fine whatsoever shall have passed the said Queen's Silver-Office, and the Queen's Silver of such Fine be recorded, neither the *Præcipe* or Caption of any such Fine,

Fine, or Writ of *Dedimus Potestatem*, or Writ of Covenant, by which any such Fine be passed, shall be rased or altered before there be an Order under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for the doing thereof, and for the Amending of all Entries made from such Writ or Writs, first had and obtained. *Same Rule.*

The Fine being brought to the King's Silver-Office a Year after the Caption was stopped for want of the usual Affidavit, that the Parties were living, and in Fact one of the Conusors was dead: On Application to the Judges in the Treasury, they refused to order that the deceased Conusor should be struck out, and the Fine pass as to the other; but made a Rule, that the surviving Conusor should shew Cause why the Fine should not pass generally as to all Parties; which Rule was afterwards made absolute on Affidavit of the Service. *Cotton and Tirrel Plaintiffs, Baily and Rider Deforceants, Mich. 6 Geo. 2. Barnes 142.*

This Fine was also stopped at the King's Silver-Office for the like Reason; but it appearing to the Court on Application that the Parties were alive when the King's Silver, which is the *Præ-Fine*, was paid, the Court ordered that the Fine should pass, and said, that the Affidavit required in such Case is, that the Parties were alive when the King's Silver, *i. e.* the *Præ-Fine*, was paid. *Gregory Plaintiff, Croucher and others Deforceants, Mich. 7 Geo. 2. Barnes 142.*

Chirographer. Lastly, you carry the Writ of Covenant, *Dedimus* (if any) and Concord to the Chirographer's Office in *Hare-Court* in the *Temple*: You pay here to the Chirographer, 0 5 0
viz.

The antient Fee limited } 0 4 0
by *Stat. 13 Edw. 1.*

From *Stat. 4 H. 7.* for the }
new Service of pro- } 0 0 8
claiming the Fine, }

By *Stat. 23 Eliz.* for wri- } 0 0 4
ting the Rôlls, }

And if a *Post Terminum*, 0 1 2

The Chirographer's Clerk for the County the Lands lie in will make out the Indentures, which you deliver to your Client, and then the Fine is completed. You pay for the Indentures, if the Fine be with one Warranty, 3 s. 6 d. And for longer Fines according to the Length, viz. 6 d. for every Warranty.

Note; The Fine in passing usually lies at each of these Offices, except the Clerk of the Warrants and Curfitor's Office, two or three Days, and at some more; therefore you ought to lose as little Time as possible, lest you increase the Charge by Fees for *Post Terminum* and *Post Diems*, *Post Horams*, &c. *

* But you may carry your Fine through all the Offices in a Day, paying the Clerk at each Office 6 d. for Expedition.

Several Precedents of *Præcipes* and Concords.

*Fines Sur Cognissance de droit come ceo
que il ad de son done.*

*A Fine from one to one of a Messuage
in London.*

London, ‘ **C**ommand *A. B.* that justly, &c.
to wit. ‘ he perform to *C. D.* the Co-
‘ venant made between them of one Mes-
‘ suage, with the Appurtenances, in the Pa-
‘ rish of *St. Mary le Bow.* And unless,
‘ &c.’

‘ *And the Agreement* is such, to wit; That
‘ the aforesaid *A. B.* hath acknowledged the
‘ aforesaid Messuage, with the Appurtenances,
‘ to be *the Right* of him the said *C.* as that
‘ which the said *C.* hath of the Gift of the
‘ aforesaid *A.* And that he hath remised and
‘ quit-claimed from him the said *A.* and his
‘ Heirs to the aforesaid *C.* and his Heirs for
‘ ever. And moreover the said *A.* hath grant-
‘ ed for himself and his Heirs, that he will
‘ warrant to the aforesaid *C.* and his Heirs
‘ the aforesaid Messuage, with the Appurte-
‘ nances,

Of Fines.

' nances, against him the said *A.* and his
' Heirs for ever. And for this, &c.'

Taken and acknowledged
the — Day of —
in the — Year of the
Reign of King George
the Second, before

*A Fine from one to two of a Messuage,
Garden, Land, Wood and Common of
Pasture.*

Devon, ' **C**ommand *A. B.* that justly, &c.
to wit. ' he perform to *C. D.* and *E. F.*
' the Covenant made between them of one
' Messuage, one Garden, thirty Acres of
' Land, ten Acres of Wood and Common of
' Pasture for all Cattle, with the Appurte-
' nances, in *T.* And unless, &c.'

' *And the Agreement* is such, to wit, That
' the aforesaid *A.* hath acknowledged the afore-
' said Tenements and Common, with the
' Appurtenances, to be *the Right* of him the
' said *C.* as those which the said *C.* and *E.*
' have of the Gift of the aforesaid *A.* And
' those he hath remised and quit-claimed from
' him the said *A.* and his Heirs to the afore-
' said *C.* and *E.* and the Heirs of the said *C.*
' for ever. And moreover the said *A.* hath
' granted for himself and his Heirs, that he
' will warrant to the aforesaid *C.* and *E.* and
' the Heirs of the said *C.* the Tenements and
' Common

Warranty.

‘ Common aforefaid, with the Appurtenances,
‘ againſt him the ſaid *A.* and his Heirs for
‘ ever. And for this, &c.’

Taken and acknowledged, &c.

*A Fine from one to two of a Manor,
Meſſuages, Land, Meadow, Paſture
and Rent.*

York, to wit. ‘ **C**ommand *R. T.* Eſq; that
‘ juſtly, &c. he perform
‘ to *E. R.* Knt. and *J. R.* Eſq; the Covenant
‘ made between them of the Manor of *B.*
‘ with the Appurtenances, and of 10 Meſ-
‘ ſuages, 100 Acres of Land, 40 Acres of
‘ Meadow, 800 Acres of Paſture, and 7 *l.* 10 *s.*
‘ Rent, with the Appurtenances, in *B.* And
‘ unleſs, &c.’

‘ *And the Agreement* is ſuch, to wit, That
‘ the aforeſaid *R.* hath acknowledged the
‘ aforeſaid Manor, Tenements and Rent,
‘ with the Appurtenances, to be the Right
‘ of him the ſaid *E.* as thoſe which the ſaid
‘ *E.* and *J.* have of the Gift of the aforeſaid
‘ *R.* And thoſe he hath remiſed and quit-
‘ claimed from him the ſaid *R.* and his Heirs
‘ to the aforeſaid *E.* and *J.* and the Heirs of
‘ the ſaid *E.* for ever. *And moreover* the ſaid
‘ *R.* hath granted for himſelf and his Heirs,
‘ that he will warrant to the aforeſaid *E.* and
‘ *J.* and the Heirs of the ſaid *E.* the afore-
‘ ſaid Manor, Tenements and Rent, with the
‘ Appur-

Of Fines.

‘ Appurtenances, against him the said R. and
 ‘ his Heirs for ever. And for this, &c.’

Taken and acknowledged, &c.

N. B. If there be two or more Conusees who are joint Purchasers, the Grant and Warranty must be to them and *their Heirs*, instead of the Heirs of one of them.

*A Fine from Baron and Feme of the
 Husband's Lands.*

Nottingham, ‘ C O m m a n d A. B. and C. his
 to wit. ‘ Wife, that justly, &c.
 ‘ they perform to D. E. the Covenant made
 ‘ between them of, (*here insert the Parcels*).
 ‘ And unless, &c.’

† Or Manors,
 Tenements,
 Common, &c.
 (as the Case
 happens to be).

‘ And the Agreement is such, to wit, That
 ‘ the aforesaid A. and C. have acknowledged
 ‘ the † Tenements aforesaid, with the Appur-
 ‘ tenances, to be the Right of him the said D.
 ‘ as those which the same D. hath of the Gift
 ‘ of the aforesaid A. and C. And those they
 ‘ have remised and quit-claimed from them
 ‘ the said A. and C. and the Heirs of the
 ‘ said A. to the aforesaid D. and his Heirs
 ‘ for ever. And moreover the same A. and C.
 ‘ have granted for themselves and the Heirs
 ‘ of the said A. that they will warrant to the
 ‘ aforesaid D. and his Heirs the aforesaid
 ‘ Tenements, with the Appurtenances, against
 ‘ them the said A. and C. and the Heirs of
 ‘ the said A. for ever. And for this, &c.’

Taken and acknowledged, &c.

*A Fine from Baron and Feme of the
Wife's Lands.*

Derby, ' **C**ommand A. B. and C. his Wife;
to wit. ' that justly, &c. they perform
' to D. E. the Covenant made between them
' of, (*here insert the Parcels*) And unless, &c.

' *And the Agreement is such, to wit, That*
' the aforesaid A. and C. have acknowledged
' the aforesaid + Tenements, with the Appur- + *Or Manors,*
' tenances, to be the Right of him the said D. &c. (*as the*
' as those which he hath of the Gift of the *Case happens to*
' said A. and C. *And those they have remised* *be*).
' and quit-claimed from them the said A. and
' C. * and the Heirs of the said C. to the said
' D. and his Heirs for ever. *And moreover the*
' said A. and C. have granted for themselves
' and the Heirs of the said C. that they will
' warrant to the aforesaid D. and his Heirs
' the aforesaid Tenements, with the Appur-
' tenances, against them the aforesaid A.
' and C. and the Heirs of the said C. for
' ever. And for this, &c.'

Taken and acknowledged, &c.

* If you are not certain whether the Lands,
&c. be the Husband's or the Wife's, then
say, *their* Heirs. And many in such Cases,
for the greater Certainty, will make a War-
ranty to bar the Husband and his Heirs, and
another Warranty to bar the Wife and her
Heirs, as in the following Precedent of a
whole Indenture of a Fine.

The

The Indenture of a Fine from Baron and Feme to one Comussee of a Manor, Messuages, Cottages, Mills, Dove-houses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath. and 175. 18. 3. Rent.

‘ **T**HIS is the final Agreement made in
 ‘ the Court of our Sovereign Lord the
 ‘ King at *Westminster*, in eight Days of the
 ‘ *Purification* of the Blessed *Mary*, in the
 ‘ twelfth Year of the Reign of *George* the
 ‘ Second, by the Grace of God, of Great
 ‘ Britain, France and Ireland King, Defender
 ‘ of the Faith, &c. before *John Willes*, *Alex-*
 ‘ *ander Denton*, *John Fortescue Aland*, and
 ‘ *William Fortescue*, Justices of our Lord the
 ‘ King, and others then and there present,
 ‘ between Sir *W. J.* Knt. Plaintiff, and Sir
 ‘ *A. C.* Baronet, and *F.* his Wife Defor-
 ‘ cians, of the Manor of *L.* with the Ap-
 ‘ purtenances, and of twenty Messuages, six
 ‘ Cottages, two Water-mills, two Dove-
 ‘ houses, twenty Gardens, thirty Orchards,
 ‘ nine Hundred Acres of Land, three Hun-
 ‘ dred and sixty Acres of Meadow, eleven
 ‘ Hundred Acres of Pasture, three Hundred
 ‘ Acres of Wood, and five Hundred Acres
 ‘ of Furze and Heath, with the Appurte-
 ‘ nances, in the Parishes of *L. E. B. E. L.*
 ‘ otherwise *L. M. Y.* and *L.* and also of an
 ‘ annual Rent of one Hundred seventy-five
 ‘ Pounds eighteen Shillings and Three-pence,
 ‘ issuing

‘ issuing out of certain Lands and Tenements
‘ in the Parishes aforesaid ; whereupon a Plea
‘ of Covenant was summoned between them
‘ in the same Court, that is to say, That
‘ the aforesaid Sir *A.* and *F.* have acknow-
‘ ledged the aforesaid Manor, Tenements
‘ and Rent, with the Appurtenances, to be
‘ the Right of him the said Sir *W.* as those
‘ which the said Sir *W.* hath of the Gift
‘ of the aforesaid Sir *A.* and *F.* and those
‘ they have remised and quit-claimed from
‘ them the said Sir *A.* and *F.* and their
‘ Heirs to the aforesaid Sir *W.* and his Heirs
‘ for ever. *And moreover* the said Sir *A.* and
‘ *F.* have granted for themselves and the Heirs
‘ of the said Sir *A.* that they will warrant to
‘ the aforesaid Sir *W.* and his Heirs the afore-
‘ said Manor, Tenements and Rent, with
‘ the Appurtenances, against them the said
‘ Sir *A.* and *F.* and the Heirs of the said Sir
‘ *A.* for ever : *And further*, the said Sir *A.*
‘ and *F.* have granted for themselves and the
‘ Heirs of the said *F.* that they will warrant
‘ to the aforesaid Sir *W.* and his Heirs the
‘ aforesaid Manor, Tenements and Rent, with
‘ the Appurtenances, against them the said
‘ Sir *A.* and *F.* and the Heirs of the said *F.*
‘ for ever. And for this Acknowledgment,
‘ Remise, Quit-claim, Warranty, Fine and
‘ Agreement, the said Sir *W.* hath given to
‘ the aforesaid Sir *A.* and *F.* four Thousand
‘ eight Hundred Pounds Sterling.’

Though most Fines are taken by *Dedimus*,
yet they are recorded (as in the above In-
stance)

Of Fines.

stance) to be taken in Court, and this to prevent Questions about the Captions.

When a Fine is from divers, the Fee is supposed to be in one of them only, and if it be so, the Release and Warranty must be from him.

But generally where there are divers Co-nusors, the Release is from them and their Heirs as follows.

A Fine from three to two.

Suffex, ‘ C O m m a n d A. B. C. D. and E. F.
to wit. ‘ C that justly, &c. they perform
‘ to G. H. and J. K. the Covenant made be-
‘ tween them of, (*here insert the Parcels*).
‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforeiaid A. C. and E. have acknow-
‘ ledged the Tenements aforeiaid, with the
‘ Appurtenances, to be the Right of him the
‘ said G. as those which the said G. and J. have
‘ of the Gift of the said A. C. and E. and
‘ those they have remised and quit-claimed
‘ from themselves the said A. C. and E. and
‘ their Heirs to the aforeiaid G. and J. and
‘ the Heirs of the said G. for ever. * *And*
‘ *moreover* the said A. C. and E. have granted
‘ for themselves and the Heirs of the said A.
‘ that they will warrant the Tenements afore-
‘ said, with the Appurtenances, to the afore-
‘ said G. and J. and the Heirs of the said G.
‘ against them the aforeiaid A. C. and E.
‘ and

and the Heirs of the said *A.* for ever. And
for this, &c.

Taken and acknowledged, &c.

* *In Case, of divers Conusors, they generally warrant severally as follows :*

AND moreover the said *A.* hath granted for himself and his Heirs, that he will warrant the Tenements aforesaid, with the Appurtenances, to the aforesaid *G.* and *J.* and the Heirs of the said *G.* against the aforesaid *A.* and his Heirs for ever. And further, the said *C.* hath granted for himself and his Heirs, that he will warrant the Tenements aforesaid, with the Appurtenances, to the aforesaid *G.* and *J.* and the Heirs of the said *G.* against the aforesaid *C.* and his Heirs for ever : And also the said *E.* hath granted for himself and his Heirs, that he will warrant the Tenements aforesaid, with the Appurtenances, to the aforesaid *G.* and *J.* and the Heirs of the said *G.* against the aforesaid *E.* and his Heirs for ever. And for this, &c.

A Fine from two to two of a Manor, Messuages, Tofts, Mill, Dove-house, Gardens, Land, Meadow, Pasture, Wood, Heath, Moor, Rush, Marsh, Elder, Broom, Rent and Common of Pasture, with Warranty against the Conusors and the Heirs of one of them, to the Conusees and the Heirs of one of them.

The Præcipe. Cornwall, ‘ Command M. K. Esq; and
to wit. ‘ C J. W. Esq; that justly, &c.
‘ they perform to J. S. and R. R. the Co-
‘ venant made between them of the Manor
‘ of A. with the Appurtenances, and of
‘ seven Messuages, two Tofts, one Mill, two
‘ Dove-houses, ten Gardens, five Hundred
‘ Acres of Land, one Hundred Acres of
‘ Meadow, two Hundred Acres of Pasture,
‘ twenty Acres of Wood, one Hundred Acres
‘ of Heath, two Hundred Acres of Moor,
‘ forty Acres of Rush, twenty Acres of
‘ Marsh, ten Acres of Elder, twelve Acres
‘ of Broom, twenty Shillings Rent, and
‘ Common of Pasture for all Manner of
‘ Cattle, with the Appurtenances, in T. and
‘ R. And unless, &c.

The Concord. ‘ And the Agreement is such, to wit, That
‘ the aforesaid M. and J. W. have acknow-
‘ ledged the aforesaid Manor, Tenements,
‘ Rent and Common, with the Appurte-
nances,

‘ nances, to be the Right of him the said J. S.
 ‘ as those which the said J. S. and R. have of
 ‘ the Gift of the aforesaid M. and J. W. And
 ‘ those they have remised and quit-claimed
 ‘ from them the said M. and J. W. and the
 ‘ Heirs of the said M. to the aforesaid J. S.
 ‘ and R. and the Heirs of the said J. S. for
 ‘ ever. And moreover the said M. and J. W.
 ‘ have granted for themselves and the Heirs
 ‘ of the said M. that they will warrant to the
 ‘ aforesaid J. S. and R. and the Heirs of the
 ‘ said J. S. the aforesaid Manor, Tenements,
 ‘ Rent and Common, with the Appurte-
 ‘ nances, against them the said M. and J. W.
 ‘ and the Heirs of the said M. for ever. And
 ‘ for this, &c.’

Taken and acknowledged, &c.

A Concord by two with several Warranties.

‘ **A**ND the Agreement is such, to wit,
 ‘ That the aforesaid W. and F. have
 ‘ acknowledged the aforesaid Tenements,
 ‘ with the Appurtenances, to be the Right
 ‘ of the said R. as those which the said R.
 ‘ hath of the Gift of the aforesaid W. and F.
 ‘ and those they have remised and quit-claim-
 ‘ ed from them the said W. and F. and their
 ‘ Heirs to the aforesaid R. and his Heirs for
 ‘ ever. And moreover the said W. hath grant-
 ‘ ed for himself and his Heirs, that he will
 ‘ warrant to the aforesaid R. and his Heirs
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, against him the said W. and his
 ‘ Heirs

Of Fines.

‘ Heirs for ever. *And further*, the said *F.*
 ‘ hath granted for himself and his Heirs,
 ‘ that he will warrant to the aforesaid *R.* and
 ‘ his Heirs the aforesaid Tenements, with
 ‘ the Appurtenances, against him the said *F.*
 ‘ and his Heirs for ever. And for this, &c.’

Taken and acknowledged, &c.

A Fine by Baron and Feme of a Messuage, Toft, Land, &c. the Estate of the Husband.

The Præcipe. *Yorkshire,* ‘ **C**ommand *R. B.* and *M.* his
 to wit. ‘ Wife, that justly, &c. they
 ‘ perform to *T. M.* the Covenant made be-
 ‘ tween them of one Messuage, one Toft,
 ‘ six Acres of Land, &c. (*naming all the Par-*
 ‘ *cels*) with the Appurtenances, in *W.* And
 ‘ unless, &c.

The Concord. ‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *R.* and *M.* have acknowledged
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, to be the Right of him the said *T.*
 ‘ as those which the same *T.* hath of the Gift
 ‘ of the aforesaid *R.* and *M.* *And* those they
 ‘ have remised and quit-claimed from them-
 ‘ selves the said *R.* and *M.* and the Heirs of
 ‘ the said *R.* to the aforesaid *T.* and his Heirs
 ‘ for ever. *And moreover* the said *R.* and *M.*
 ‘ have granted for themselves and the Heirs
 ‘ of the said *R.* that they will warrant to
 ‘ the aforesaid *T.* and his Heirs the aforesaid
 ‘ Tene-

‘ Tenements, with the Appurtenances, a-
 ‘ gainst them the said R. and M. and the
 ‘ Heirs of the said R. for ever. And for
 ‘ this, &c.

Taken and acknowledged, &c.

*A Fine by Baron and Feme of Land,
 Wood, &c. the Estate of the Wife.*

Leicestershire, ‘ **C**ommand T. L. and A. his
 to wit. ‘ Wife, that justly, &c.
 ‘ they perform to G. B. the Covenant made
 ‘ between them of forty Acres of Land and
 ‘ ten Acres of Wood, &c. with the Appurte-
 ‘ nances, in G. G. And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid T. and A. have acknowledged
 ‘ the aforesaid Tenements, with the Appurte-
 ‘ nances, to be the Right of him the said G. as
 ‘ those which the same G. hath of the Gift of
 ‘ the aforesaid T. and A. And those they have
 ‘ remised and quit-claimed from themselves
 ‘ the said T. and A. and the Heirs of the said
 ‘ A. to the aforesaid G. and his Heirs for ever.
 ‘ *And moreover* the said T. and A. have grant- *Warranty.*
 ‘ ed for themselves and the Heirs of the said
 ‘ A. that they will warrant to the aforesaid
 ‘ G. and his Heirs the aforesaid Tenements,
 ‘ with the Appurtenances, against them the
 ‘ said T. and A. and the Heirs of the said A.
 ‘ for ever. And for this, &c.’

Taken and acknowledged, &c.

*A Fine by four Conufors and the Wives
of two of them, to one Conufee, of Mef-
fuages, Cottages, Dove-houfes, Gar-
dens, Land, Meadow and Liberty of
Foldage, with feveral Warranties.*

Norfolk, ‘ **C**ommand E. B. Gent. S. B.
to wit. ‘ Gent. R. B. Gent. and A.
‘ his Wife, and T. G. Gent. and M. his
‘ Wife, that juftly, &c. they perform to J. S.
‘ Gent. the Covenant made between them of
‘ two Meffuages, two Cottages, one Dove-
‘ houfe, two Gardens, one Hundred Acres of
‘ Land, two Hundred Acres of Meadow and
‘ Liberty of one Foldage, with the Appur-
‘ tenances, in W. and B. And unlefs, &c.

‘ *And the Agreement* is fuch, to wit, That
‘ the aforefaid E. B. S. B. R. B. and A. his
‘ Wife, T. G. and M. his Wife, have ac-
‘ knowledged the aforefaid Tenements and
‘ Liberty, with the Appurtenances, to be the
‘ Right of him the faid J. S. as thofe which
‘ the faid J. hath of the Gift of the aforefaid
‘ E. S. R. and A. and T. and M. and thofe
‘ they have remifed and quit-claimed from
‘ themfelves the faid E. S. R. and A. T. and
‘ M. and their Heirs to the faid J. and his
1. Warranty. ‘ Heirs for ever. *And moreover* the faid E.
‘ hath granted for himfelf and his Heirs, that
‘ he will warrant to the aforefaid J. and his
‘ Heirs the aforefaid Tenements and Liberty,
‘ with the Appurtenances, againft him the
‘ faid

said E. and his Heirs for ever. *And fur-* 2. *Warranty.*
ther the said S. hath granted for himself
 and his Heirs, that he will warrant to the
 aforesaid J. and his Heirs the aforesaid Te-
 nements and Liberty, with the Appurte-
 nances, against him the said S. and his Heirs
 for ever. *And also* the said R. and A. have 3. *Warranty.*
 granted for themselves and the Heirs of
 the said R. that they will warrant to the
 aforesaid J. and his Heirs the aforesaid
 Tenements and Liberty, with the Appur-
 tenances, against them the said R. and A.
 and the Heirs of the said R. for ever. *And* 4. *Warranty.*
furthermore the said T. and M. have grant-
 ed for themselves and the Heirs of the said
 M. † that they will warrant to the aforesaid
 J. and his Heirs the aforesaid Tenements
 and Liberty, with the Appurtenances, a-
 gainst them the said T. and M. and the
 Heirs of the said M. for ever. *And for*
 this, &c.

Taken and acknowledged, &c.

N. B. The Warranty must always be a-
 gainst that Person and his or her Heirs, from
 whom, or from whose Ancestors, the Lands
 originally moved, came or descended.

† The Wife here, is supposed to be the Person from
 whom the Lands moved, and therefore her Heirs are to
 be barred by the Warranty.

*A Fine by Baron and Feme to two Conu-
sees and the Heirs of one of them, of
Tithes of Hay, Wood and Underwood,
with Warranty against the Heirs of
the Husband.*

Suffolk, ‘ **C**ommand J. S. and M. his Wife,
to wit. ‘ that justly, &c. they perform
‘ to N. H. and J. M. the Covenant made be-
‘ tween them of the Tithes of Hay, Wood
‘ and Underwood, † with the Appurtenances,
‘ in H. And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid J. and M. have acknowledged
‘ the aforesaid Tithes, with the Appurte-
‘ nances, to be the Right of the said N. as
‘ those which the said N. and J. M. have of the
‘ Gift of the aforesaid J. and M. *And* those
‘ they have remised and quit-claimed from
‘ them the said J. and M. and their Heirs to
‘ the aforesaid N. and J. M. and the Heirs of
‘ the said N. for ever. *And moreover* the said
‘ J. S. and M. have granted for themselves
‘ and the Heirs of the said J. S. that they
‘ will warrant to the aforesaid N. and J. M.
‘ and the Heirs of the said N. the aforesaid
‘ Tithes,

† Tithes pass in a Common Recovery without the
Word *Appurtenances*; and therefore *Quare*, whether they
do not also pass without it in a Fine; but the best way
is to pursue the Writ of Covenant, which the Cursitor
in such a Case will make out right.

† Tithes, with the Appurtenances, against
 † them the said J. S. and M. and the Heirs
 † of the said J. S. for ever. And for this, &c.

Taken and acknowledged, &c.

*A Fine by Baron and Feme of a Manor,
 Messuages, Cottages, Water-mills, Gar-
 dens, Orchards, Land, Meadow, Pa-
 sture, Wood, Furze and Heath, free
 Warren, free Fishery, View of Frank-
 pledge, Advowson, and Moiety of a
 Manor, the Estate of the Wife.*

Cambridgeshire, ‘ **C**ommand J. C. Bart. and
 to wit. ‘ Elizabeth his Wife, that
 ‘ justly, &c. they perform to R. C. Esq; the
 ‘ Covenant made between them of the Ma-
 ‘ nor of F. with the Appurtenances, and of
 ‘ seven Messuages, ten Cottages, two Water-
 ‘ mills, sixteen Gardens, sixteen Orchards,
 ‘ one Thousand and thirty Acres of Land,
 ‘ thirty Acres of Meadow, two Hundred and
 ‘ forty Acres of Pasture, twelve Acres of
 ‘ Wood, five Hundred Acres of Furze and
 ‘ Heath, free Warren, free Fishery and View
 ‘ of Frankpledge, with the Appurtenances,
 ‘ in F. T. M. F. S. and W. and also of the †
 ‘ Advowson of the Church of F. and also of
 ‘ the Moiety of the Manor of H. with the
 ‘ Appurtenances. And unless, &c.

† An Advowson passes without the Word *Appurtenances*.

‘ And the Agreement is such, to wit, That
 ‘ the aforesaid J. and E. have acknowledged
 ‘ the aforesaid Manor, Tenements, Warren,
 ‘ Fishery, and View of Frankpledge and
 ‘ Moiety, with the Appurtenances, and the
 ‘ Advowson aforesaid, to be the Right of
 ‘ the said R. as those which the said R. hath
 ‘ of the Gift of the said J. and E. And those
 ‘ they have remised and quit-claimed from
 ‘ themselves the said J. and E. and their Heirs
 ‘ to the said R. and his Heirs for ever. And
 ‘ moreover the said J. and E. have granted for
 ‘ themselves and the Heirs of the said E.
 ‘ that they will warrant to the aforesaid R.
 ‘ and his Heirs the aforesaid Manor, Tene-
 ‘ ments, Warren, free Fishery, View of
 ‘ Frankpledge and Moiety, with the Appur-
 ‘ tenances, and the Advowson aforesaid, a-
 ‘ gainst the aforesaid J. and E. and the
 ‘ Heirs of the said E. for ever. And for
 ‘ this, &c.’

Taken and acknowledged, &c.

*A Fine by Baron and Feme to one Conu-
see, of a Manor, Messuages, Dove-
house, Gardens, Orchards, Land, Mea-
dow, Pasture, Wood, Furze and Heath,
Common of Pasture, Turbary, Liberty
of Foldage and View of Frankpledge,
the Estate of the Husband.*

Norfolk, ‘ **C**ommand R. D. otherwise O.
to wit. ‘ **E**sq; and *Elizabeth* his Wife,
‘ that justly, &c. they perform to *J. M.*
‘ Gent. the Covenant made between them of
‘ the Manor of *T.* otherwise, &c. and of
‘ ten Messuages, one Dove-house, ten Gar-
‘ dens, ten Orchards, one Thousand Acres
‘ of Land, twenty Acres of Meadow, one
‘ Hundred Acres of Pasture, one Hundred
‘ Acres of Wood, two Hundred Acres of
‘ Furze and Heath, Common of Pasture for
‘ all Cattle, Common of Turbary, Liberty
‘ of Foldage and View of Frankpledge, with
‘ the Appurtenances, in *T.* otherwise, &c.
‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid *R.* and *E.* have acknowledged
‘ the aforesaid Manors, Tenements, Commons,
‘ Liberty and View of Frankpledge, with
‘ the Appurtenances, to be the *Right* of him
‘ the said *J.* as those which the said *J.* hath of
‘ the Gift of the aforesaid *R.* and *E.* And
‘ those they have remised and quit-claimed
‘ from themselves the said *R.* and *E.* and their
‘ Heirs

*Warranty a-
gainst the
Heirs of the
Husband.*

‘ Heirs to the said *Y.* and his Heirs for ever.
‘ *And moreover* the said *R.* and *E.* have grant-
‘ ed for themselves and the Heirs of the said
‘ *R.* that they will warrant to the aforesaid *Y.*
‘ and his Heirs the aforesaid Manors, Tene-
‘ ments, Commons, Liberty and View of
‘ Frankpledge, with the Appurtenances, a-
‘ gainst them the aforesaid *R.* and *E.* and the
‘ Heirs of the said *R.* for ever. And for
‘ this, &c.’

Taken and acknowledged, &c.

*A Fine by Baron and Feme to two Conu-
sees, of Messuages, Cottages, Tofts,
Dovehouse, Gardens, Orchards, Land,
Meadow, Pasture, Wood, Furze and
Heath, Rent, Court-Leet, View of
Frankpledge, and of the Moiety of a
Manor, the Estate of the Husband.*

Lincolnshire, ‘ **C**ommand *R. A. Gent.* and
‘ to wit. ‘ *M.* his Wife, that justly,
‘ &c. they perform to *Y. L. Gent.* and *E. T.*
‘ *Gent.* the Covenant made between them of
‘ six Messuages, six Cottages, six Tofts, one
‘ Dovehouse, two Gardens, two Orchards,
‘ three Hundred Acres of Land, one Hun-
‘ dred Acres of Meadow, two Hundred
‘ Acres of Pasture, twenty Acres of Wood,
‘ twenty Acres of Furze and Heath, twenty
‘ Shillings Rent, a Court-Leet and View of
‘ Frankpledge, with the Appurtenances, in
‘ T.

‘ T. and of the Moiety of the Manor of F.
‘ with the Appurtenances. And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid R. and M. have acknowledged
‘ the aforesaid Tenements, Rent, Court-
‘ Leet, View of Frankpledge and Moiety
‘ aforesaid, with the Appurtenances, to be
‘ the *Right* of him the said J. *as those which*
‘ *the said J. and E. have of the Gift* of the
‘ aforesaid R. and M. And those they have
‘ remised and quit-claimed from themselves
‘ the said R. and M. and their Heirs to the
‘ aforesaid J. and E. and the Heirs of the
‘ said J. for ever. And moreover the afore-^{Warranty a-}
‘ said R. and M. have granted for themselves ^{gainst the}
‘ and the Heirs of the said R. that they ^{Heirs of the}
‘ will warrant to the aforesaid J. and E. ^{Husband.}
‘ and the Heirs of the said J. the aforesaid
‘ Tenements, Rent, Court-Leet, View of
‘ Frankpledge and Moiety aforesaid, with
‘ the Appurtenances, against the aforesaid R.
‘ and E. and the Heirs of the said R. for
‘ ever. And for this, &c.’

Taken and acknowledged, &c.

A Fine by three Conusors and the Wife of two of them, to one Conusee, of a Messuage, Barns, Stables, Garden, Orchard, Meadow, Pasture, Furze and Heath.

Essex, ' Command M. S. Widow, P. G. to wit. ' C and E. his Wife, W. C. and ' M. his Wife, that they justly, &c. perform to T. B. Esq; the Covenant made between them of one Messuage, two Barns, ' two Stables, one Garden, one Orchard, ten ' Acres of Meadow, thirty Acres of Pasture ' and twenty Acres of Furze and Heath, with ' the Appurtenances, in S. And unless, &c.

' And the Agreement is such, to wit, That ' the aforesaid M. S. P. G. and E. W. C. ' and M. have acknowledged the aforesaid ' Tenements, with the Appurtenances, to be ' the Right of him the said T. B. as those ' which the said T. hath of the Gift of the ' aforesaid M. P. and E. W. and M. and those ' they have remised and quit-claimed from ' themselves the said M. P. and E. W. and M. ' and their Heirs to the aforesaid T. and his ' Heirs for ever. And moreover the said M. S. ' hath granted for herself and her Heirs, ' that she will warrant to the aforesaid T. and ' his Heirs the aforesaid Tenements, with the ' Appurtenances, against her the said † M. S. ' and

† As this Estate is suppos'd to move from the three Women, so the three several Warranties are against them and their respective Heirs.

Of Fines.

III

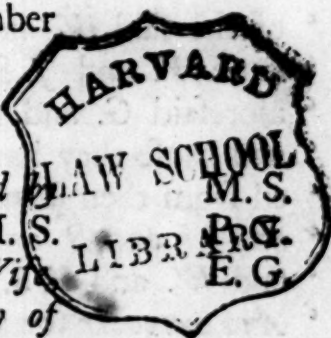
‘ and her Heirs for ever. *And further*, the
 ‘ said *P.* and *E.* have granted for themselves
 ‘ and the Heirs of the said † *E.* that they will
 ‘ warrant to the aforesaid *T.* and his Heirs
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, against them the said *P.* and *E.*
 ‘ and the Heirs of the said *E.* for ever. *And*
 ‘ furthermore, the said *W.* and *M.* have grant-
 ‘ ed for themselves and the Heirs of the said
 ‘ † *M.* that they will warrant to the aforesaid
 ‘ *T.* and his Heirs the aforesaid Tenements,
 ‘ with the Appurtenances, against them the
 ‘ said *W.* and *M.* and the Heirs of the said
 ‘ *M.* for ever.’

Taken and acknowledged by
the above named W. C.
and M. his Wife, the
11th Day of December
1735. before

R. E.

Taken and acknowledged by
the above named M. S.
P. G. and E. his Wife
at S. in the County of
Essex, the 29th Day of
December 1739. before

M. B.
 T. M.



Upon the Oath of *M. B. Gent.*
 (one of the Commissioners) of
 the due Execution of this Fine,
 let it pass.

Alexander Denton.

A

*A Fine by three Conusors and the Wives
of two of them, to two Conusees, of
thirty Acres of Land.*

Leicestershire, ‘ **C**ommand G. B. and A. his
to wit. ‘ Wife, J. B. and M. his
‘ Wife, and B. B. that justly, &c. they per-
‘ form to W. A. and J. S. the Covenant
‘ made between them of thirty Acres of
‘ Land, with the Appurtenances, in L. And
‘ unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid G. and A. J. B. and M. and B.
‘ have acknowledged the aforesaid Tenements,
‘ with the Appurtenances, to be the Right
‘ of the said W. and J. S. as those which the
‘ same W. and J. S. have of the Gift of the
‘ aforesaid G. and A. J. B. and M. and B.
‘ and those they have remised and quit-claim-
‘ ed from themselves the said G. and A. J. B.
‘ and M. and B. and their Heirs to the afore-
‘ said W. and J. S. and their Heirs for ever.
‘ *And moreover* the same G. and A. have grant-
‘ ed for themselves and the Heirs of the said
‘ A. that they will warrant the aforesaid Te-
‘ nements, with the Appurtenances, to the
‘ aforesaid W. and J. S. and their Heirs,
‘ against the said G. and A. and the Heirs of
‘ the said A. for ever. *And further*, the said
‘ J. B. and M. have granted for themselves
‘ and the Heirs of the said M. that they will
‘ warrant the aforesaid Tenements, with the
Appur-

‘ Appurtenances, to the said *W.* and *J. S.*
 ‘ and their Heirs, against the said *J. B.* and
 ‘ *M.* and the Heirs of the said *M.* for ever.
 ‘ And furthermore, the said *B.* hath granted
 ‘ for himself and his Heirs, that he will war-
 ‘ rant to the aforesaid *W.* and *J. S.* and their
 ‘ Heirs the aforesaid Tenements, with the
 ‘ Appurtenances, against him the aforesaid *B.*
 ‘ and his Heirs for ever. And for this, &c.’

Taken and acknowledged, &c.

*A Fine by five Conusors and the Wives of
 three of them, to two Conusees, of
 Messuages, Cottages, Brewhouse, Tofts
 and Land.*

Middlesex, ‘ **C**ommand *Joseph Ward* and
 to wit. ‘ *Anne* his Wife, *John Stan-*
 ‘ *ton* and *Mary* his Wife, *James Ward* and
 ‘ *Zachary Ward*, and *William Crawford* and
 ‘ *Elizabeth* his Wife, that justly, &c. they
 ‘ perform to *John Scott* and *Alexander Mee*
 ‘ the Covenant made between them of thirty
 ‘ and four Messuages, forty and two Cot-
 ‘ tages, one Brewhouse, three Tofts and four
 ‘ Acres of Land, with the Appurtenances, in
 ‘ the Parish of *Stebonbeath*, otherwise *Stepney*.
 ‘ And unless, &c.

‘ And the Agreement is such, to wit, That
 ‘ the aforesaid *Joseph* and *Anne*, *John Stan-*
 ‘ *ton* and *Mary*, *James*, *Zachary*, and *Wil-*
 ‘ *liam* and *Elizabeth*, have acknowledged the
 I ‘ afore-

' aforefaid Tenements, with the Appurte-
 ' nances, to be the Right of him the faid *John*
 ' *Scott*, as thofe which the faid *John* and
 ' *Alexander* have of the Gift of the aforefaid
 ' *Joſeph* and *Anne*, *John Stanton* and *Mary*,
 ' *James*, *Zachary*, and *William* and *Elizabeth*;
 ' and thofe they have remiſed and quit-claim-
 ' ed from themſelves the faid *Joſeph* and *Anne*,
 ' *John Stanton* and *Mary*, *James*, *Zachary*,
 ' and *William* and *Elizabeth*, and their Heirs,
 ' to the aforefaid *John Scott* and *Alexander*,
 ' and the Heirs of the faid *John* for ever.
 ' And moreover the faid *Joſeph* and *Anne* have
 ' granted for themſelves and the Heirs of the
 ' faid *Joſeph*, that they will warrant to the
 ' aforefaid *John Scott* and *Alexander*, and the
 ' Heirs of the aforefaid *John*, the aforefaid
 ' Tenements, with the Appurtenances, againſt
 ' them the faid *Joſeph* and *Anne* and the Heirs
 ' of the faid *Joſeph* for ever. And further, the
 ' faid *John Stanton* and *Mary* have granted
 ' for themſelves and the Heirs of the faid
 ' *Mary*, that they will warrant to the afore-
 ' faid *John Scott* and *Alexander*, and the Heirs
 ' of the faid *John*, the aforefaid Tenements,
 ' with the Appurtenances, againſt them the
 ' aforefaid *John Stanton* and *Mary*, and the
 ' Heirs of the faid *Mary* for ever. And further-
 ' more the faid *James* hath granted for him-
 ' ſelf and his Heirs, that he will warrant
 ' to the aforefaid *John Scott* and *Alexander*,
 ' and the Heirs of the faid *John*, the afore-
 ' faid Tenements, with the Appurtenances, a-
 ' gainſt him the aforefaid *James* and his Heirs
 ' for ever. And alſo the faid *Zachary* hath
 ' granted

‘ granted for himself and his Heirs, that he
 ‘ will warrant to the aforesaid *John Scott* and
 ‘ *Alexander*, and the Heirs of the said *John*,
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, against him the aforesaid *Zachary*
 ‘ and his Heirs for ever. And lastly, the said
 ‘ *William* and *Elizabeth* have granted for
 ‘ themselves and the Heirs of the said *Eliz.*
 ‘ that they will warrant to the aforesaid *John*
 ‘ *Scott* and *Alexander*, and the Heirs of the
 ‘ said *John*, the aforesaid Tenements, with
 ‘ the Appurtenances, against them the said
 ‘ *William* and *Elizabeth* and the Heirs of the
 ‘ said *Elizabeth* for ever. And for this, &c.’

Taken and acknowledged, &c.

*A Fine by three Conusors and the Wife
 of one of them, to one Conusee, of a
 Manor, Messuages, Cottages, Mills,
 Dovehouse, Gardens, Orchards, Land,
 Meadow, Pasture, Wood, Furze and
 Heath, Rents, and Common of Pasture.*

Yorkshire, ‘ **C**ommand *J. R. Bart.* and
 to wit. ‘ *S.* his Wife, *W. B. Esq;*
 ‘ and *J. M. Esq;* that justly, &c. they per-
 ‘ form to *H. L.* the Covenant made between
 ‘ them of the Manor of *L.* with the Appur-
 ‘ tenances, and of seven Messuages, five Cot-
 ‘ tages, two Mills, one Dovehouse, seven
 ‘ Gardens, seven Orchards, one Thousand
 ‘ Acres of Land, fifty Acres of Meadow,

Of Fines.

‘ four Hundred Acres of Pasture, twelve
 ‘ Acres of Wood, sixty Acres of Furze and
 ‘ Heath, forty Shillings Rent, the Rent of
 ‘ two Capons, and Common of Pasture for
 ‘ all Manner of Cattle, with the Appurte-
 ‘ nances, in *L. S.* and *B.* And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *J. R.* and *S. W.* and *J. M.*
 ‘ have acknowledged the aforesaid Manor,
 ‘ Tenements, Rents, and Common of Pa-
 ‘ sture, with the Appurtenances, to be the
 ‘ Right of him the said *H. L.* as those which
 ‘ the said *H. L.* hath of the Gift of the afore-
 ‘ said *J. R.* and *S. W.* and *J. M.* and those
 ‘ they have remised and quit-claimed from
 ‘ themselves the said *J. R.* and *S. W.* and
 ‘ *J. M.* and their Heirs to the aforesaid *H. L.*
 ‘ and his Heirs for ever. *And moreover* the
 ‘ said *J. R.* and *S.* have granted for themselves
 ‘ and the Heirs of the said *J.* that they will
 ‘ warrant to the aforesaid *H. L.* and his
 ‘ Heirs the aforesaid Manor, Tenements,
 ‘ Rents, and Common of Pasture, with the
 ‘ Appurtenances, against them the aforesaid
 ‘ *J. R.* and *S.* and the Heirs of the said *J. R.*
 ‘ for ever. *And further*, the said *W. B.* hath
 ‘ granted for himself and his Heirs, that he
 ‘ will warrant to the aforesaid *H. L.* and his
 ‘ Heirs the aforesaid Manor, Tenements,
 ‘ Rents, and Common of Pasture, with the
 ‘ Appurtenances, against him the said *W.* and
 ‘ his Heirs for ever. *And furthermore* the
 ‘ aforesaid *J. M.* hath granted for himself
 ‘ and his Heirs, that he will warrant to the
 ‘ afore-

- ' aforesaid H. L. and his Heirs the aforesaid
- ' Manor, Tenements, Rents, and Common
- ' of Pasture, with the Appurtenances, against
- ' him the said J. M. and his Heirs for ever.
- ' And for this, &c.

*Taken and acknowledged by the
aforesaid Sir J. R. and S. on
the Day of in
the Year of our Lord
before*

A. B.

C. D.

*Taken and acknowledged by the
aforesaid W. B. and J. M.
on the Day of
in the Year of our Lord
before*

J. P.

D. T.

A Fine by three Conufors and the Wife of one of them, to one Conufee, of a Manor, Scite of a Manor, Meffuages, Cottages, Gardens, Orchards, Land, Meadow, Pasture, Wood, Court-Leet, Court-Baron, View of Frankpledge, Rectory, Tithes, Oblations, Obventions, Penfions, Portions and Advowfon. Warranty by the first Conufor againft all Men. Warranty by the fecond Conufor againft him and his Heirs. Warranty by the third Conufor and his Wife againft them and the Heirs of the Wife.

Cambridgeshire, ‘ **C**ommand R. C. Esq; E. C. to wit. ‘ Doctor in Divinity, and
 ‘ E. C. Esq; and M. his Wife, that juftly,
 ‘ &c. they perform to G. D. Knt. the Cove-
 ‘ nant made between them of the Manor of
 ‘ E. H. with the Appurtenances, and of the
 ‘ Scite of the Manor of E. H. with the Ap-
 ‘ purtenances, and alfo of twenty Meffuages,
 ‘ five Cottages, twenty Gardens, twenty
 ‘ Orchards, feven Hundred Acres of Land,
 ‘ one Hundred Acres of Meadow, four Hun-
 ‘ dred fixty and four Acres of Pasture, fifty
 ‘ Acres of Wood, a Court-Leet, Court-
 ‘ Baron and View of Frankpledge, with the
 ‘ Appurtenances, in E. H. S. G. H. E. T.
 ‘ and P. and of the Rectory of T. with the
 ‘ Appurtenances, and of all and all Manner
 ‘ of Tithes, Oblations, Obventions, Pen-
 ‘ fions

‘ sions and Portions to the said Rectory be-
 ‘ longing or appertaining, and also of the Ad-
 ‘ vowson of the Vicarage of the Church of
 ‘ T. And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid R. E. and E. and M. have
 ‘ acknowledged the aforesaid Manor, Scite,
 ‘ Tenements, Court-Leet, Court-Baron, View
 ‘ of Frankpledge and Rectory, with the Ap-
 ‘ purtenances, † Tithes, Oblations, Obven-
 ‘ tions, Pensions, Portions and Advowson a-
 ‘ fore said, to be the Right of the said G. as
 ‘ those which the said G. hath of the Gift of
 ‘ the aforesaid R. E. and E. and M. and those
 ‘ they have remised and quit-claimed from
 ‘ themselves and their Heirs to the aforesaid
 ‘ G. and his Heirs for ever. *And moreover*
 ‘ the aforesaid R. hath granted for himself
 ‘ and his Heirs, that he will warrant to the
 ‘ aforesaid G. and his Heirs the aforesaid
 ‘ Manor, Scite, Tenements, Court-Leet,
 ‘ Court-Baron, View of Frankpledge and
 ‘ Rectory, with the Appurtenances, Tithes,
 ‘ Oblations, Obventions, Pensions, Portions
 ‘ and Advowson aforesaid, against all Men
 ‘ for ever. *And further*, the same E. hath
 ‘ granted for himself and his Heirs, that
 ‘ he will warrant to the aforesaid G. and
 ‘ his Heirs the aforesaid Manor, Scite, Te-
 ‘ nements, Court-Leet, Court-Baron, View
 ‘ of Frankpledge and Rectory, with the
 ‘ Appurtenances, Tithes, Oblations, Obven-
 ‘ tions,

I 4

Nota ; Tithes, Oblations, &c. and Advowson, al-
 ways pass without the Word *Appurtenances*.

Of Fines.

‘ tions, Pensions, Portions and Advowson
 ‘ aforesaid, against the aforesaid *E.* and his
 ‘ Heirs for ever. *And furthermore* the said
 ‘ *E.* and *M.* have granted for themselves and
 ‘ the Heirs of the said *M.* that they will
 ‘ warrant to the aforesaid *G.* and his Heirs
 ‘ the aforesaid Manor, Scite, Tenements,
 ‘ Court-Leet, Court-Baron, View of Frank-
 ‘ pledge and Rectory, with the Appurte-
 ‘ nances, Tithes, Oblations, Obventions, Pen-
 ‘ sions, Portions and Advowson aforesaid, a-
 ‘ gainst them the aforesaid *E.* and *M.* and the
 ‘ Heirs of the said *M.* for ever. And for
 ‘ this, &c.’

Taken and acknowledged, &c.

*A Fine by Baron and Feme to one Conu-
 see, of a Manor, Messuages, Cottages,
 Dovehouse, Gardens, Orchards, Land,
 Meadow, Pasture, Common of Pasture,
 and an Advowson. Warranty against
 all Men.*

Lincolnshire, ‘ **C**OMmand *R. T. Gent.* and
 ‘ to wit. ‘ *Anne* his Wife, that justly,
 ‘ &c. they perform to *R. W.* the Covenant
 ‘ made between them of the Manor of *S.*
 ‘ with the Appurtenances, and of two Mes-
 ‘ suages, seven Cottages, one Dovehouse, two
 ‘ Gardens, two Orchards, two Hundred and
 ‘ twenty Acres of Land, forty and five Acres
 ‘ of Meadow, fifty and five Acres of Pasture,
 ‘ and Common of Pasture for all Manner of
 ‘ Cattle, with the Appurtenances, in *S.* and
 ‘ also

‘ also of the Advowson of the Church of S.
‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid R. and A. have acknowledged
‘ the aforesaid Manor, Tenements and Com-
‘ mon of Pasture, with the Appurtenances and
‘ Advowson aforesaid, to be the Right of him
‘ the said R. as those which the same R. hath
‘ of the Gift of the aforesaid R. and A. and
‘ those they have remised and quit-claimed
‘ from themselves and their Heirs to the afore-
‘ said R. and his Heirs for ever. *And more-*
‘ *over* the same R. and A. have granted for
‘ themselves and the Heirs of the said A. that
‘ they will warrant to the aforesaid R. and
‘ his Heirs the aforesaid Manor, Tenements
‘ and Common of Pasture, with the Appur-
‘ tenances and Advowson aforesaid, against
‘ all Men for ever. And for this, &c.’

Taken and acknowledged, &c.

*A Fine by three Conusors and their Wives
to one Conusee, of Messuages, Barns,
Stables, Gardens, Orchards, Land,
Meadow, Pasture and Wood. War-
ranties several; one warrants one
Part, another another Part, and a
third another Part.*

Kent, to wit. ‘ **C**ommand A. B. Gent. and
‘ C. his Wife, D. E. Gent.
‘ and F. his Wife, G. H. Gent. and J. his
‘ Wife,

Of Fines.

' Wife, that justly, &c. they perform to
 ' *L. M. Gent.* the Covenant made between
 ' them of six Messuages, six Barns, six Sta-
 ' bles, six Gardens, three Orchards, one
 ' Hundred Acres of Land, twenty Acres of
 ' Meadow, forty Acres of Pasture, and
 ' twenty Acres of Wood, with the Appurte-
 ' nances, in *N. O.* and *P.* And unless, &c.

' *And the Agreement* is such, to wit, That
 ' the aforesaid *A.* and *C. D.* and *F. G.* and
 ' *J.* have *acknowledged* the aforesaid Te-
 ' nements, with the Appurtenances, to be
 ' the Right of him the said *L.* *as those which*
 ' *the said L. bath of the Gift* of the afore-
 ' said *A.* and *C. D.* and *F. G.* and *J.* and
 ' those they have remised and quit-claimed
 ' from themselves the said *A.* and *C. D.* and
 ' *F. G.* and *J.* and their Heirs, to the aforesaid
 ' *L.* and his Heirs for ever. *And moreover*

1. *Warranty.*

' the said *A.* and *C.* have granted for them-
 ' selves and the Heirs of the said *A.* that they
 ' will warrant two Messuages, two Barns, two
 ' Stables and two Gardens, with the Ap-
 ' purtenances, Parcel of the aforesaid Tene-
 ' ments in *N.* to the aforesaid *L.* and his
 ' Heirs against themselves the said *A.* and *C.*

2. *Warranty.*

' and the Heirs of the said *A.* for ever. *And*
 ' *further*, the aforesaid *D.* and *F.* have grant-
 ' ed for themselves and the Heirs of the said
 ' *D.* that they will warrant two Messuages,
 ' two Barns, two Stables, two Gardens, three
 ' Orchards, one Hundred Acres of Land,
 ' twenty Acres of Meadow, forty Acres of
 ' Pasture, and twenty Acres of Wood, with
 ' the

the Appurtenances, other Parcel of the
aforefaid Tenements in O. to the aforefaid
L. and his Heirs, againſt themſelves the
aforefaid D. and F. and the Heirs of the
faid D. for ever. *And alſo the aforefaid G.* ^{3. Warranty,}
and J. have granted for themſelves and the
Heirs of the ſaid G. that they will warrant
two Meſſuages, two Barns, two Stables, two
Gardens, with the Appurtenances, Reſidue
of the aforefaid Tenements in P. to the a-
forefaid L. and his Heirs, againſt themſelves
the aforefaid G. and J. and the Heirs of
the ſaid G. for ever. And for this, &c.

Taken and acknowledged, &c.

*By a Baron and his Lady to a Duke, of
a Manor, Meſſuages, Tofts, Water-
mills, Gardens, Orchards, Land, Mea-
dow, Paſture, Wood, Rent, Common
of Paſture, free Warren, View of
Frankpledge, free Fiſhery, and an Ad-
vowſon, the Eſtate of the Husband.*

Northamptonſhire, ‘ **C**ommand A. Lord H.
to wit. ‘ Baron of H. in the
County of G. and C. his Wife, that juſtly,
&c. they perform to D. Duke of G. the
Covenant made between them of the Manor
of L. with the Appurtenances, and of
twenty Meſſuages, fix Tofts, two Water-
mills, twenty Gardens, twenty Orchards,
five Hundred Acres of Land, two Hun-
dred

‘ dred Acres of Meadow, one Thousand and
 ‘ two Hundred Acres of Pasture, sixty Acres
 ‘ of Wood, ten Shillings Rent, Common of
 ‘ Pasture, free Warren and View of Frank-
 ‘ pledge, with the Appurtenances, in R. S.
 ‘ and T. and also of a free Fishery in the
 ‘ Water of S. and also of the Advowson of
 ‘ the Church of R. And unless, &c.

Warranty.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid A. Lord H. and C. have ac-
 ‘ knowledged the aforesaid Manor, Tene-
 ‘ ments, Rent, Common of Pasture, Warren,
 ‘ View of Frankpledge and Fishery, with
 ‘ the Appurtenances and Advowson aforesaid,
 ‘ to be the Right of the said Duke, as those
 ‘ which the said Duke hath of the Gift of
 ‘ the said A. Lord H. and C. and those they
 ‘ have remised and quit-claimed from them-
 ‘ selves and their Heirs to the aforesaid Duke
 ‘ and his Heirs for ever. *And moreover* the said
 ‘ A. Lord H. and C. have granted for them-
 ‘ selves and the Heirs of the said A. Lord H.
 ‘ that they will warrant to the aforesaid Duke
 ‘ and his Heirs the aforesaid Manor, Tene-
 ‘ ments, Rent, Common of Pasture, Warren,
 ‘ View of Frankpledge and Fishery, with
 ‘ the Appurtenances and the Advowson a-
 ‘ foresaid, against themselves the said A. Lord
 ‘ H. and C. and the Heirs of the said A.
 ‘ Lord H. for ever. And for this, &c.’

Taken and acknowledged, &c.

From

*From one Conusor to two Conusees of the
Moiety of Messuages, Dovehouses, Gar-
dens, Orchards, Land, Meadow, Pa-
sture, Wood, Furze and Heath, and
of the Moiety of a Moiety of a Manor.*

Lincolnshire, ' **C**ommand A. B. Gent. that
to wit. ' justly, &c. he perform to
' C. D. and E. F. the Covenant made be-
' tween them of the Moiety of three Mes-
' suages, two Dovehouses, three Gardens,
' three Orchards, thirty Acres of Land, one
' Hundred and fifty Acres of Meadow, fifty
' Acres of Pasture, twenty Acres of Wood,
' and forty Acres of Furze and Heath, with
' the Appurtenances, in L. R. and V. and of
' the Moiety of a Moiety of the Manor of
' L. with the Appurtenances. And unless,
' &c.

' *And the Agreement is such, to wit, That*
' the aforesaid A. hath acknowledged the
' aforesaid Moiety, and Moiety of a Moiety,
' with the Appurtenances, to be the Right
' of the said C. as those which the said C. and
' E. have of the Gift of the said A. and those
' he hath remised and quit-claimed from him-
' self and his Heirs to the said C. and E.
' and the Heirs of the said C. for ever. *And Warranty.*
' moreover the said A. hath granted for him-
' self and his Heirs, that he will warrant to
' the aforesaid C. and E. and the Heirs of
' the said C. the aforesaid Moiety, and Moie-
' ty

Of Fines.

‘ ty of a Moiety, with the Appurtenances,
 ‘ against himself the said *A.* and his Heirs
 ‘ for ever. And for this, &c.’

Taken and acknowledged, &c.

*By one and his Wife to one Conusee, of
 Messuages and Land. Warranty a-
 gainst the Heirs of the Husband, the
 Heirs of his Father, the Heirs of his
 Grandfather, and all others claiming
 by them.*

*Leicestershire, ‘ Command A. B. Esq; and
 to wit. ‘ C. his Wife, that justly,
 ‘ &c. they perform to D. E. Gent. the Co-
 ‘ venant made between them of one Mes-
 ‘ suage and thirty Acres of Land, with the
 ‘ Appurtenances, in N. And unless, &c.*

‘ *And the Agreement is such, to wit, That
 ‘ the aforesaid A. and C. have acknowledged
 ‘ the aforesaid Tenements, with the Appurte-
 ‘ nances, to be the Right of him the said D.
 ‘ as those which the said D. hath of the Gift of
 ‘ the said A. and C. and those they have re-
 ‘ mised and quit-claimed from themselves
 ‘ and their Heirs to the aforesaid D. and his
 ‘ Heirs for ever. And moreover the aforesaid
 ‘ A. and C. have granted for themselves and
 ‘ the Heirs of the said A. that they will war-
 ‘ rant to the aforesaid D. and his Heirs the
 ‘ aforesaid Tenements, with the Appurte-
 ‘ nances,*

‘ nances, against themselves the said *A.* and
 ‘ *C.* and the Heirs of the said *A.* and against
 ‘ the Heirs of *R. B.* Father of the said *A.* and
 ‘ against the Heirs of *T. B.* Grandfather of
 ‘ the said *A.* and against all others claiming
 ‘ by the said *R. T.* and *A.* or either of them,
 ‘ for ever. And for this, &c.’

Taken and acknowledged, &c.

*By one and his Wife to one Conufee, of
 Messuages, Gardens, Orchards, Land,
 Meadow, Pasture, Wood, the first
 Vesture of fifty Acres of Meadow and
 Common of Pasture for twenty Cattle
 and five Hundred Sheep.*

Essex, to wit. ‘ **C**ommand *A. B.* Gent. and
 ‘ *C.* his Wife, that just-
 ‘ ly, &c. they perform to *D. E.* Esq; the
 ‘ Covenant made between them of four Mes-
 ‘ suages, four Gardens, two Orchards, five
 ‘ Hundred Acres of Land, fifty Acres of
 ‘ Meadow, two Hundred Acres of Pasture,
 ‘ thirty Acres of Wood, the first Vesture of
 ‘ fifty Acres of Meadow and Common of
 ‘ Pasture for twenty Cattle and five Hundred
 ‘ Sheep, with the Appurtenances, in *L.* and
 ‘ *Q.* And unless, &c.’

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* and *C.* have acknowledged
 ‘ the aforesaid Tenements, Vesture and Com-
 ‘ mon

‘ mon of Pasture, with the Appurtenances,
 ‘ to be the Right of him the said *D.* as those
 ‘ which the said *D.* hath of the Gift of the
 ‘ said *A.* and *C.* and those they have re-
 ‘ mised and quit-claimed from themselves and
 ‘ the Heirs of the said *A.* to the said *D.* and
 ‘ his Heirs for ever. *And moreover* the afore-
 ‘ said *A.* and *C.* have granted for themselves
 ‘ and the Heirs of the said *A.* that they will
 ‘ warrant to the aforesaid *D.* and his Heirs
 ‘ the aforesaid Tenements, Vesture and Com-
 ‘ mon of Pasture, with the Appurtenances,
 ‘ against themselves the said *A.* and *C.* and
 ‘ the Heirs of the said *A.* for ever. And for
 ‘ this, &c.’

Taken and acknowledged, &c.

*By one and his Wife to one Conusee, of
 Messuages, fresh Marsh, a Rectory,
 Tithes, Oblations, Obventions, Por-
 tions and Emoluments, and of an Ad-
 vowson. Warranty against the Heirs
 of the Husband, his Father, Grand-
 father and Great Grandfather.*

Devon, ‘ **C**ommand *A. B.* Esq; and *C.* his
 to wit. ‘ Wife, that justly, &c. they
 ‘ perform to *D. E. Bart.* the Covenant made
 ‘ between them of four Messuages, and nine
 ‘ Hundred Acres of fresh Marsh, with the
 ‘ Appurtenances, in *L.* and of the Rectory
 ‘ of *L.* with the Appurtenances, as also of all
 ‘ and all Manner of Tithes, Oblations, Ob-
 ‘ ventions,

ventions, Portions and Emoluments whatsoever coming, growing or renewing of and in *L.* and to the Rectory of *L.* aforesaid belonging or appertaining, and also of the Advowson of the Church of *L.* And unless, &c.

And the Agreement is such, to wit, That the aforesaid *A.* and *C.* have acknowledged the aforesaid Tenements and Rectory, with the Appurtenances, Tithes, Oblations, Obventions, Portions, Emoluments and Advowson aforesaid, to be the Right of the said *D.* as those which the said *D.* hath of the Gift of the said *A.* and *C.* and those they have remised and quit-claimed from themselves and the Heirs of the said *A.* to the said *D.* and his Heirs for ever. And moreover the Warranty. said *A.* and *C.* have granted for themselves and the Heirs of the said *A.* that they will warrant to the aforesaid *D.* and his Heirs the aforesaid Tenements and Rectory, with the Appurtenances, Tithes, Oblations, Obventions, Portions, Emoluments and Advowson aforesaid, against the said *A.* and *C.* and the Heirs of the said *A.* and against the Heirs of *L. B.* Esq; deceased, Father of the said *A.* and against the Heirs of *M. B.* Esq; deceased, Grandfather of the said *A.* and against the Heirs of *T. B.* Esq; deceased, Great Grandfather of the said *A.* and against all others claiming by the said *A. L. M.* and *T.* or either of them, for ever. And for this, &c.

Taken and acknowledged, &c.

K

By

By three and the Wife of one of them, to one Conufee, of Manors, Scite of a Monastery, Meffuages, Cottages, Tofts, a Mill, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Marfb, Common of Pasture, free Fishery, Court-Leet, Court-Baron, and View of Frankpledge.

Nottingham, ‘ **C**ommand A.B. Esq; C. D. to wit. ‘ C Esq; and E. his Wife, ‘ and F. G. Gent. that juſtly, &c. they perform to H. J. Esq; the Covenant made ‘ between them of the Manors of H. M. and ‘ L. T. otherwiſe L. D. with the Appurtenances, and of the Scites of the late Monastries of H. and D. with the Appurtenances, as alſo of ſixty Meffuages, ninety ‘ Cottages, twenty Tofts, one Wind-mill, ‘ ſixty Gardens and ſixty Orchards, three ‘ Thouſand and fix Hundred Acres of Land, ‘ one Thouſand Acres of Meadow, three ‘ Thouſand Acres of Pasture, two Hundred ‘ Acres of Wood, one Thouſand Acres of ‘ Furze and Heath, five Hundred Acres of ‘ Marſh, Common of Pasture for all Manner ‘ of Cattle, free Fiſhery in the Water of N. ‘ a Court-Leet, Court-Baron and View of ‘ Frankpledge, with the Appurtenances, in ‘ N. M. T. and D. And unleſs, &c.

‘ *And the Agreement is ſuch, to wit, That*
 ‘ the aforeſaid A. C. and E. and F. have acknowledged
 ‘

' knowledged the aforesaid Manors, Scites,
 ' Tenements, Common of Pasture, Fishery,
 ' Court-Leet, Court-Baron, and View of
 ' Frankpledge, with the Appurtenances, to be
 ' the Right of him the said *H.* as those which
 ' the same *H.* hath of the Gift of the said
 ' *A. C.* and *E.* and *F.* and those they have
 ' remised and quit-claimed from themselves
 ' and their Heirs to the aforesaid *H.* and his
 ' Heirs for ever. *And moreover* the said *A.* ^{1. Warranty}
 ' hath granted for himself and his Heirs, that
 ' he will warrant to the aforesaid *H.* and
 ' his Heirs the aforesaid Manors, Scites, Te-
 ' nements, Common of Pasture, Fishery,
 ' Court-Leet, Court-Baron, and View of
 ' Frankpledge, with the Appurtenances, a-
 ' gainst him the said *A.* and his Heirs for ever.
 ' *And further*, the said *C.* and *E.* have grant- ^{2. Warranty}
 ' ed for themselves and the Heirs of the said
 ' *E.* that they will warrant to the aforesaid
 ' *H.* and his Heirs the aforesaid Manors,
 ' Scites, Tenements, Common of Pasture,
 ' Fishery, Court-Leet, Court-Baron, and View
 ' of Frankpledge, with the Appurtenances,
 ' against them the said *C.* and *E.* and the Heirs
 ' of the said *E.* for ever. *And also* the said ^{3. Warranty}
 ' *F.* hath granted for himself and his Heirs,
 ' that he will warrant to the said *H.* and
 ' his Heirs the aforesaid Manors, Scites,
 ' Tenements, Common of Pasture, Fishery,
 ' Court-Leet, Court-Baron, and View of
 ' Frankpledge, with the Appurtenances, a-
 ' gainst him the said *F.* and his Heirs for
 ' ever. And for this, &c.'

Taken and acknowledged, &c.

From three Conufors and the Wives of two of them, to two Conufees, upon two Writs of Covenant; firft, of Meffuages, Cottages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Common of Pasture and free Fishery; fecond, of Meffuages, Cottages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath.

Kent, to wit. ‘ **C**ommand *A. B. Esq; and C. his Wife, D. E. Esq; and F. his Wife, and G. H. Esq; that juftly, &c. they perform to J. K. Gent. and L. M. Gent. the Covenant made between them of fix Meffuages, nine Cottages, fix Barns, fix Stables, fix Gardens, fix Orchards, three Hundred Acres of Land, two Hundred Acres of Meadow, five Hundred Acres of Pasture, fifty Acres of Wood, Common of Pasture for all Cattle and free Fishery, with the Appurtenances, in N. O. and P. And unlefs, &c.*

Suffex, ‘ **C**ommand the fame, that juftly, *to wit.* ‘ **C** &c. they perform to the fame the Covenant made between them of four Meffuages, two Cottages, four Barns, four Stables, two Gardens, three Orchards, two Hundred Acres of Land, one Hundred and fifty Acres of Meadow, one Hundred Acres
‘ of

of Pasture, twenty Acres of Wood, and
thirty Acres of Furze and Heath, with the
Appurtenances, in K. and L. And unless,
&c.

And the Agreement is such, to wit, That
the aforesaid A. and C. D. and F. and G.
have acknowledged the aforesaid Tene-
ments, Common of Pasture and Fishery,
with the Appurtenances, to be the Right
of the said J. as those which the said J.
and L. have of the Gift of the said A. and
C. D. and F. and G. and those they have re-
mised and quit-claimed from themselves the
said A. and C. D. and F. and G. and their
Heirs to the said J. and L. and the Heirs
of the said J. for ever. *And moreover* the 1. *Warranty.*
said A. and C. have granted for themselves
and the Heirs of the said C. that they will
warrant to the said J. and L. and the Heirs
of the said J. the aforesaid Tenements,
Common of Pasture and Fishery, with the
Appurtenances, against them the said A.
and C. and the Heirs of the said C. for ever.
And further, the said D. and F. have granted 2. *Warranty.*
for themselves and the Heirs of the said
F. that they will warrant to the said J. and
L. and the Heirs of the said J. the afore-
said Tenements, Common of Pasture and
Fishery, with the Appurtenances, against
themselves the said D. and F. and the Heirs
of the said F. for ever. *And also* the said 3. *Warranty.*
G. hath granted for himself and his Heirs,
that he will warrant to the aforesaid J. and
L. and the Heirs of the said L. the afore-
said

Of Fines.

‘ said Tenements, Common of Pasture and
 ‘ Fishery, with the Appurtenances, against
 ‘ him the said G. and his Heirs for ever,
 ‘ And for this, &c.’

Taken and acknowledged, &c.

*From four Conufors and their Wives to
 three Conusees, upon three Writs of
 Covenant; 1. A Manor, Messuages,
 Cottages, Dovehouses, Barns, Stables,
 Gardens, Land, Meadow, Pasture,
 Wood, Furze and Heath, Common of
 Pasture, free Warren, Court-Leet,
 Court-Baron, and View of Frankpledge.
 2. Messuages, Barns, Stables, Gar-
 dens, Orchards, Land, Meadow, Pa-
 sture, Wood, Furze and Heath, and
 Marsh. 3. A Manor, Messuages,
 Cottages, Dovehouses, Barns, Stables,
 Gardens, Orchards, Land, Meadow,
 Pasture, Wood, Furze and Heath,
 Alder, and an Advowson.*

*Dorsetshire, ‘ Command A. B. Esq; and C. his
 to wit. ‘ C Wife, D. E. Esq; and F. his
 ‘ Wife, G. H. Esq; and J. his Wife, K. L.
 ‘ Gent. and M. his Wife, that justly, &c.
 ‘ they perform to P. Q. Esq; R. S. Esq; and
 ‘ T. V. Gent. the Covenant made between
 ‘ them of the Manor of W. with the Appur-
 ‘ tenances, and of twelve Messuages, twenty
 ‘ and*

‘ and four Cottages, four Dovehouses, twelve
 ‘ Barns, twelve Stables, twelve Gardens, one
 ‘ Thousand and five Hundred Acres of
 ‘ Land, one Thousand Acres of Meadow,
 ‘ five Hundred Acres of Pasture, one Hun-
 ‘ dred Acres of Wood, five Hundred Acres
 ‘ of Furze and Heath, Common of Pasture
 ‘ for all and all Manner of Cattle, a free
 ‘ Warren, a Court-Leet, Court-Baron and
 ‘ View of Frankpledge, with the Appurte-
 ‘ nances, in *Y.* and *A.* And unless, &c.

Devonshire, ‘ **C**ommand the same, that just-
 to wit. ‘ ly, &c. they perform to the
 ‘ same the Covenant made between them of
 ‘ two Messuages, two Barns, two Stables, two
 ‘ Gardens, two Orchards, one Hundred Acres
 ‘ of Land, thirty Acres of Meadow, forty
 ‘ Acres of Pasture, ten Acres of Wood, fifty
 ‘ Acres of Furze and Heath, and thirty Acres
 ‘ of Marsh, with the Appurtenances, in *L.*
 ‘ *R.* and *B.* And unless, &c.

Cornwal, ‘ **C**ommand the same, that just-
 to wit. ‘ ly, &c. they perform to the
 ‘ same the Covenant made between them of
 ‘ the Manor of *A.* with the Appurtenances,
 ‘ and of twelve Messuages, six Cottages, three
 ‘ Dovehouses, eight Barns, eight Stables, six
 ‘ Gardens, six Orchards, one Thousand and
 ‘ two Hundred Acres of Land, six Hundred
 ‘ Acres of Meadow, three Hundred Acres of
 ‘ Pasture, fifty Acres of Wood, one Hundred
 ‘ Acres of Furze and Heath, and thirty
 ‘ Acres of Alder, with the Appurtenances,

in *F.* and also of the Advowson of the Church of *F.* And unless, &c.

And the Agreement is such, to wit, That the aforesaid *A.* and *C. D.* and *F. G.* and *J. K.* and *M.* have acknowledged the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, to be the Right of the said *P.* as those which the said *P. R.* and *T.* have of the Gift of the said *A.* and *C. D.* and *F. G.* and *J. K.* and *M.* and those they have remised and quit-claimed from themselves the said *A.* and *C. D.* and *F. G.* and *J. K.* and *M.* and their Heirs, to the said *P. R.* and *T.* and the Heirs of the said *P.* for ever. *And moreover* the said *A.* and *C.* have granted for themselves and the Heirs of the said *A.* that they will warrant to the aforesaid *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, against themselves the said *A.* and *C.* and the Heirs of the said *A.* for ever. *And further*, the said *D.* and *F.* have granted for themselves and the Heirs of the said *D.* that they will warrant to the said *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson

1. *Warranty.*

2. *Warranty.*

' vowson aforefaid, against themselves the faid
 ' D. and F. and the Heirs of the faid D. for
 ' ever. *And also* the faid D. and F. have ^{3. Warranty.}
 ' granted for themselves and the Heirs of the
 ' faid F. that they will warrant to the afore-
 ' faid P. R. and T. and the Heirs of the faid
 ' P. the aforefaid Manors, Tenements and
 ' Common of Pasture, Warren, Court-Leet,
 ' Court-Baron, and View of Frankpledge,
 ' with the Appurtenances and Advowson a-
 ' aforefaid, against themselves the faid D. and
 ' F. and the Heirs of the faid F. for ever.
 ' *And furthermore* the faid G. and J. have ^{4. Warranty.}
 ' granted for themselves and the Heirs of the
 ' faid G. that they will warrant to the afore-
 ' faid P. R. and T. and the Heirs of the faid
 ' P. the aforefaid Manors, Tenements, Com-
 ' mon of Pasture, Warren, Court-Leet,
 ' Court-Baron, and View of Frankpledge,
 ' with the Appurtenances and Advowson a-
 ' aforefaid, against themselves the faid G. and
 ' J. and the Heirs of the faid G. for ever.
 ' *And moreover* the faid K. and M. have ^{5. Warranty.}
 ' granted for themselves and the Heirs of the
 ' faid K. that they will warrant to the afore-
 ' faid P. R. and T. and the Heirs of the faid
 ' P. the aforefaid Manors, Tenements, Com-
 ' mon of Pasture, Warren, Court-Leet, Court-
 ' Baron, and View of Frankpledge, with the
 ' Appurtenances and Advowson aforefaid,
 ' against themselves the faid K. and M. and
 ' the Heirs of the faid K. for ever. And
 ' for this, &c.'

Taken and acknowledged, &c.

From

From a Duke and his Duchess and another Conusor, to a Duke and another Conusee, of an Honor, Manors, Parks, Messuages, Tofts, Mills, Dovehouses, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, free Warren, View of Frankpledge, Waifs, Estrays, Deodands, Goods of Felons, Outlaws, Return of Writs, Liberty and Privileges.

Herefordshire, ‘ **C**ommand J. Duke of C.
to wit. ‘ and E. his Wife, and
‘ G. J. Esq; that justly, &c. they perform to
‘ J. Duke of N. and L. M. Esq; the Cove-
‘ nant made between them of the Honor of K.
‘ with the Appurtenances, and of the Manors
‘ of K. otherwise L. N. R. and T. with the
‘ Appurtenances, and of two Parks, with the
‘ Appurtenances, as also of forty Messuages,
‘ twenty Tofts, four Water-mills, fifteen
‘ Dovehouses, forty Gardens, two Thousand
‘ Acres of Land, one Thousand Acres of
‘ Meadow, three Thousand Acres of Pa-
‘ sture, five Hundred Acres of Wood, one
‘ Thousand Acres of Furze and Heath, ten
‘ Pounds Rent, a free Warren, View of
‘ Frankpledge, and whatsoever belongs to
‘ View of Frankpledge, Goods and Chattels
‘ waived, Estrays, Deodands, Goods and Char-
‘ trels of Felons and Fugitives, Felons of them-
‘ selves, Outlaws and Persons put in *Exigent*,
‘ the Return of all Writs whatsoever, and of
‘ all

all and all Manner of Liberties and Franchises, with the Appurtenances, in K. L. N. R. and T. And unless, &c.

And the Agreement is such, to wit, That the aforesaid Duke of C. and E. and G. have acknowledged the aforesaid Honor, Manors, Parks, Tenements, Rent, Warren, View of Frankpledge, Goods and Chattels waived, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws and Persons put in *Exigent*, Return of Writs, Liberties and Franchises, with the Appurtenances, to be the Right of the said Duke of N. as those which the said Duke of N. and L. have of the Gift of the aforesaid Duke of C. and E. and G. and those they have remised and quit-claimed from themselves the said Duke of C. and E. and G. and their Heirs to the said Duke of N. and L. and the Heirs of the said Duke of N. for ever. And moreover the 1. Warranty. said Duke of C. and E. have granted for themselves and the Heirs of the said Duke of C. that they will warrant to the aforesaid Duke of N. and L. and the Heirs of the said Duke of N. the aforesaid Honor, Manors, Parks, Tenements, Rent, Warren, View of Frankpledge, Goods and Chattels waived, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws and Persons put in *Exigent*, Return of Writs, Liberties and Franchises, with the Appurtenances, against themselves the said Duke of C. and E. and the Heirs of the said Duke of C. for ever. And further, 2. Warranty. the

‘ the said G. hath granted for himself and his
 ‘ Heirs, that he will warrant to the afore-
 ‘ said Duke of N. and L. and the Heirs of
 ‘ the said Duke of N. the aforesaid Honor,
 ‘ Manors, Parks, Tenements, Rent, Warren,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ waived, Estrays, Deodands, Goods and
 ‘ Chattels of Felons and Fugitives, Felons of
 ‘ themselves, Outlaws and Persons put in
 ‘ *Exigent*, Return of Writs, Liberties and
 ‘ Franchises, with the Appurtenances, against
 ‘ him the said G. and his Heirs for ever.
 ‘ And for this, &c.’

Taken and acknowledged, &c.

*From one Conusor to one Conusee, of Ma-
 nors, Messuages, Land, Meadow, Pa-
 sture, Wood, a Rectory, and Moiety of
 a Manor.*

Lincolnshire, ‘ **C**ommand A. B. Esq; that
 to wit. ‘ justly, &c. he perform
 ‘ to C. D. Esq; the Covenant made between
 ‘ them of the Manors of J. K. and L. with the
 ‘ Appurtenances, and of twelve Messuages,
 ‘ five Hundred Acres of Land, three Hun-
 ‘ dred Acres of Meadow, four Hundred
 ‘ Acres of Pasture, and fifty Acres of Wood,
 ‘ with the Appurtenances, in J. K. and L.
 ‘ as also of the Rectory of L. with the Ap-
 ‘ purtenances, and also of the Moiety of the
 ‘ Manor of P. with the Appurtenances. And
 ‘ unless, &c.

‘ *And*

‘ And the Agreement is such, to wit, That
 ‘ the aforesaid *A.* has acknowledged the a-
 ‘ foresaid Manors, Tenements, Rectory and
 ‘ Moiety, with the Appurtenances, &c.’

*From one Conusor to one Conusee, of the
 Moiety of a Manor, Moiety of Mes-
 suages, Tofts, a Mill, Dovehouse,
 Gardens, Land, Meadow, Pasture,
 Wood, Furze and Heath, fresh Marsh,
 salt Marsh, Wharf, Passage over a
 River, Rent, Moiety of a Prebendary
 and Rectory, Moiety of Tithes of Corn,
 &c. and Moiety of the Advowson of
 the Vicarage of a Church.*

Norfolk, ‘ **C**ommand Sir *A. B.* Knt. that
 to wit. ‘ justly, &c. he perform to
 ‘ *C. D.* Esq; the Covenant made between
 ‘ them of a Moiety of the Manor of *E.*
 ‘ with the Appurtenances, and of a Moiety
 ‘ of twenty Messuages, ten Tofts, one Mill,
 ‘ one Dovehouse, thirty Gardens, five Hun-
 ‘ dred Acres of Land, one Hundred Acres
 ‘ of Meadow, two Hundred Acres of Pa-
 ‘ sture, fifty Acres of Wood, thirty Acres
 ‘ of Furze and Heath, one Hundred Acres
 ‘ of fresh Marsh, ten Acres of salt Marsh,
 ‘ one Wharf, one Passage over the River *D.*
 ‘ and one Hundred Shillings Rent in *E. L.*
 ‘ and *Q.* as also of a Moiety of the Pre-
 ‘ bend and Rectory of *E.* with the Ap-
 ‘ purtenances,

Of Fines.

‘ purtenances, and a Moiety of all the Tithes
 ‘ of Corn, Grain and Hay, yearly coming,
 ‘ growing and renewing in *E. L.* and *Q.*
 ‘ and of a Moiety of the Advowson of the
 ‘ Vicarage of the Church of *E.* And unless,
 ‘ &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforefaid *A.* has acknowledged the a-
 ‘ forefaid Moieties, with the Appurtenances,
 ‘ &c.

*From four Conufors and the Wives of one
 of them, to two Conufees, of a Rent
 iffuing out of a Manor, Mefluages,
 Cottages, Barns, Dovehoufes, Gardens,
 Orchards, Land, Meadow, Pasture,
 Wood, Furze and Heath, and free
 Fishery.*

Cambridgeshire, ‘ **C**ommand *A. B.* Esq; and
 to wit. ‘ *C.* his Wife, *D. E.*
 ‘ Esq; *F. G.* Esq; and *H. J.* Gent. that juftly,
 ‘ &c. they perform to *K. L.* Esq; and *M. N.*
 ‘ Esq; the Covenant made between them of
 ‘ the yearly Rent of two Hundred Pounds,
 ‘ iffuing out of and from the Manor of *R.* with
 ‘ the Appurtenances, and out of and from ten
 ‘ Mefluages, ten Cottages, ten Barns, two
 ‘ Dovehoufes, ten Gardens, ten Orchards,
 ‘ five Hundred Acres of Land, three Hun-
 ‘ dred Acres of Meadow, fix Hundred Acres
 ‘ of Pasture, ten Acres of Wood, and fifty
 ‘ Acres

Acres of Furze and Heath, with the
 Appurtenances, in L. O. and S. and also
 out of a free Fishery in the Water of O.
 with the Appurtenances, in L. O. and S.
 And unless, &c.

And the Agreement is such, to wit, That
 the aforesaid A. and C. D. F. and H. have
 acknowledged the aforesaid Rent to be the
 Right of the said K. as that which the said
 K. and M. have of the Gift of the said A.
 and C. D. F. and H. and the same they
 have remised and quit-claimed from them
 and their Heirs to the said K. and M. and
 the Heirs of the said K. for ever. *And 1. Warranty;*
 moreover the said A. and C. have granted
 for themselves and the Heirs of the said C.
 that they will warrant to the said K. and M.
 and the Heirs of the said K. the aforesaid
 Rent, against themselves the said A. and C.
 and the Heirs of the said C. for ever. *And 2. Warranty;*
 further, the said D. hath granted for himself
 and his Heirs, that he will warrant to the
 aforesaid K. and M. and the Heirs of the
 said K. the aforesaid Rent, against himself
 the said D. and his Heirs for ever. *And 3. Warranty;*
 also the aforesaid F. hath granted for himself
 and his Heirs, that he will warrant to the
 aforesaid K. and M. and the Heirs of the
 said K. the aforesaid Rent, against himself
 the said F. and his Heirs for ever. *And 4. Warranty.*
 furthermore the said H. hath granted for
 himself and his Heirs, that he will warrant
 to the aforesaid K. and M. and the Heirs
 of the said K. the aforesaid Rent, against
 himself

Of Fines.

‘ himself the said *H.* and his Heirs for ever.
 ‘ And for this, &c.’

Taken and acknowledged, &c.

*From six Conusors and the Wives of two
 of them, to two Conusees, of a Manor,
 Messuages, Mills, Dovehouses, Gardens,
 Land, Meadow, Pasture, Wood, Furze
 and Heath, Rent, free Warren, View
 of Frankpledge, Rectory, and Advow-
 son of the Rectory of a Church.*

*Staffordshire, ‘ Command Sir A. B. Bart.
 to wit. ‘ C. B. Esq; and D. his
 ‘ Wife, E. F. Esq; G. H. Esq; and J. his
 ‘ Wife, K. L. Esq; and M. N. Gent. that
 ‘ justly, &c. they perform to O. P. and
 ‘ Q. R. the Covenant made between them of
 ‘ the Manor of R. with the Appurtenances,
 ‘ and of forty Messuages, two Mills, two
 ‘ Dovehouses, forty Gardens, eight Hundred
 ‘ Acres of Land, four Hundred Acres of
 ‘ Meadow, six Hundred Acres of Pasture,
 ‘ one Hundred Acres of Wood, sixty Acres
 ‘ of Furze and Heath, sixty Shillings Rent,
 ‘ a free Warren, and View of Frankpledge,
 ‘ with the Appurtenances, in R. O. and B.
 ‘ and also of the Rectory of R. with the
 ‘ Appurtenances, and also of the Advowson
 ‘ of the Vicarage of the Church of R. And
 ‘ unless, &c.*

‘ *And*

' And the Agreement is such, to wit, That
 ' the aforesaid A. C. and D. E. G. and J. K.
 ' and M. have acknowledged the aforesaid
 ' Manor, Tenements, Rent, free Warren,
 ' View of Frankpledge and Rectory, with
 ' the Appurtenances, and the Advowson a-
 ' fore said, to be the Right of the said O. as
 ' those which the said O. and Q. have of the
 ' Gift of the said A. C. and D. E. G. and
 ' J. K. and M. and those they have remised
 ' and quit-claimed from themselves and their
 ' Heirs to the said O. and Q. and the Heirs of
 ' the said O. for ever. And moreover the a- 1. Warranty.
 ' fore said A. has granted for himself and his
 ' Heirs, that he will warrant to the afore-
 ' said O. and Q. and the Heirs of the said O.
 ' the aforesaid Manor, Tenements, Rent,
 ' free Warren, View of Frankpledge and
 ' Rectory, with the Appurtenances and the
 ' Advowson aforesaid, against him the said A.
 ' and his Heirs for ever. And further, the said 2. Warranty.
 ' C. and D. have granted for themselves and
 ' the Heirs of the said C. that they will war-
 ' rant to the aforesaid O. and Q. and the
 ' Heirs of the said O. the aforesaid Manor,
 ' Tenements, Rent, free Warren, View of
 ' Frankpledge and Rectory, with the Ap-
 ' purtenances and the Advowson aforesaid,
 ' against the said C. and D. and the Heirs of
 ' the said C. for ever. And also the said E. 3. Warranty.
 ' hath granted for himself and his Heirs, that
 ' he will warrant to the aforesaid O. and Q.
 ' and the Heirs of the said O. the aforesaid
 ' Manor, Tenements, Rent, free Warren,
 ' View of Frankpledge and Rectory, with the
 ' Appur-

- ‘ Appurtenances and the Advowson afore-
 ‘ said, against him the said *E.* and his Heirs
 4. *Warranty.* ‘ for ever. *And furthermore* the said *G.* and *J.*
 ‘ have granted for themselves and the Heirs
 ‘ of the said *G.* that they will warrant to the
 ‘ aforesaid *O.* and *Q.* and the Heirs of the said
 ‘ *O.* the aforesaid Manor, Tenements, Rent,
 ‘ free Warren, View of Frankpledge and
 ‘ Rectory, with the Appurtenances and the
 ‘ Advowson aforesaid, against them the said *G.*
 ‘ and *J.* and the Heirs of the said *G.* for ever.
5. *Warranty.* ‘ *And moreover* the said *K.* hath granted for
 ‘ himself and his Heirs, that he will war-
 ‘ rant to the aforesaid *O.* and *Q.* and the
 ‘ Heirs of the said *O.* the aforesaid Manor,
 ‘ Tenements, Rent, free Warren, View of
 ‘ Frankpledge and Rectory, with the Appur-
 ‘ tenances and the Advowson aforesaid, a-
 ‘ gainst the said *K.* and his Heirs for ever.
6. *Warranty.* ‘ *And further,* the said *M.* hath granted for
 ‘ himself and his Heirs, that he will war-
 ‘ rant to the aforesaid *O.* and *Q.* and the
 ‘ Heirs of the said *O.* the aforesaid Manors,
 ‘ Tenements, Rent, free Warren, View of
 ‘ Frankpledge and Rectory aforesaid, with
 ‘ the Appurtenances and the Advowson afore-
 ‘ said, against him the said *M.* and his Heirs
 ‘ for ever. And for this, &c.’

Taken and acknowledged, &c.

From

From six Conufors and the Wives of two of them, to two Conufees, of a Manor, Meffuages, Cottages, Barns, Dove-houfes, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, free Fishery, and an Advowfon; with four feveral Captions.

Berks, ‘ **C**ommand Sir A. B. Knt. and C. to wit. ‘ his Wife, D. E. Esq; F. G. ‘ Esq; H. J. Esq; K. L. Esq; and M. his Wife, ‘ and N. O. Esq; that juftly, &c. they perform to P. Q. Esq; and R. S. Gent. the ‘ Covenant made between them of the Manor of T. with the Appurtenances, and of ‘ ten Meffuages, ten Cottages, ten Barns, two ‘ Dovehoufes, ten Gardens, ten Orchards, ‘ fix Hundred Acres of Land, four Hundred ‘ Acres of Meadow, one Thoufand Acres of ‘ Pasture, twenty Acres of Wood, one Hundred Acres of Furze and Heath, and eighty ‘ Shillings Rent, with the Appurtenances, in ‘ T. and alfo of free Fishery in the Water ‘ of P. with the Appurtenances, in T. and of ‘ the Advowfon of the Church of T. And ‘ unlefs, &c.

‘ *And the Agreement* is fuch, to wit, That ‘ the aforefaid A. and C. D. F. H. K. and M. ‘ and N. have acknowledged the aforefaid ‘ Manor, Tenements, Rent and Fishery, ‘ with the Appurtenances and the Advowfon
L 2 ‘ aforefaid,

- ' aforesaid, to be the Right of the aforesaid
 ' *P.* as those which the said *P.* and *R.* have
 ' of the Gift of the said *A.* and *C. D. F. H.*
 ' *K.* and *M.* and *N.* and those they have re-
 ' mised and quit-claimed from themselves the
 ' said *A.* and *C. D. F. H. K.* and *M.* and *N.*
 ' and their Heirs to the said *P.* and *R.* and
 1. *Warranty.* ' the Heirs of the said *P.* for ever. *And more-*
 ' over the aforesaid *A.* and *C.* have granted
 ' for themselves and the Heirs of the said *A.*
 ' that they will warrant to the aforesaid *P.*
 ' and *R.* and the Heirs of the said *P.* the
 ' aforesaid Manor, Tenements, Rent and
 ' Fishery, with the Appurtenances and the
 ' Advowson aforesaid, against them the said
 ' *A.* and *C.* and the Heirs of the said *A.* and
 ' against the Heirs of *T. B.* deceased, Brother
 ' of the said *A.* and of Sir *T. B.* Knt. deceased,
 ' Father of the said *A.* and against all others
 ' claiming by the said *A.* and *C.* *J.* and *T.*
 2. *Warranty.* ' or either of them, for ever. *And further,*
 ' the aforesaid *D.* hath granted for himself
 ' and his Heirs, that he will warrant to the
 ' aforesaid *P.* and *R.* and the Heirs of the
 ' said *P.* the aforesaid Manor, Tenements,
 ' Rent and Fishery, with the Appurtenances
 ' and the Advowson aforesaid, against him
 3. *Warranty.* ' the said *D.* and his Heirs for ever. *And also*
 ' the aforesaid *F.* hath granted for himself
 ' and his Heirs, that he will warrant to the
 ' aforesaid *P.* and *R.* and the Heirs of the
 ' said *P.* the aforesaid Manor, Tenements,
 ' Rent and Fishery, with the Appurtenances
 ' and the Advowson aforesaid, against himself
 ' the said *F.* and his Heirs for ever. *And fur-*
 ' *thermore*

'thermore the aforesaid *H.* hath granted for 4. *Warranty.*
 ' himself and his Heirs, that he will warrant
 ' to the aforesaid *P.* and *R.* and the Heirs
 ' of the said *P.* the aforesaid Manor, Tene-
 ' ments, Rent and Fishery, with the Ap-
 ' purtenances and the Advowson aforesaid,
 ' against himself the said *H.* and his Heirs for
 ' ever. *And moreover* the aforesaid *K.* and 5. *Warranty,*
 ' *M.* have granted for themselves and the
 ' Heirs of the said *K.* that they will warrant
 ' to the aforesaid *P.* and *R.* and the Heirs of
 ' the said *P.* the aforesaid Manor, Tene-
 ' ments, Rent and Fishery, with the Appur-
 ' tenances and the Advowson aforesaid, against
 ' them the said *K.* and *M.* and the Heirs of
 ' the said *K.* for ever. *And further,* the said *N.* 6. *Warranty.*
 ' hath granted for himself and his Heirs, that
 ' he will warrant to the aforesaid *P.* and *R.*
 ' and the Heirs of the said *P.* the aforesaid
 ' Manor, Tenements, Rent and Fishery, with
 ' the Appurtenances and the Advowson aforesaid,
 ' against himself the said *N.* and his
 ' Heirs for ever. And for this, &c.'

Taken and acknowledged by
the above named Sir A. B.
and C. his Wife, and the
above named F. G. on the—
Day of— in the Year of our
Lord—and in the—Year of
the Reign of King George
the Second, before

R. R.

W. T.

Of Fines.

*Taken and acknowledged by the
above named D. E. and H. J.
the — Day of — in the
Year of our Lord — and
in the — Year of the Reign
of King George the Second,
before us*

T. T.

S. M.

*Taken and acknowledged by the
above named N. O. the —
Day of — in the Year of
our Lord — and in the —
Year of the Reign of King
George the Second, before
us*

T. M.

W. C.

*Taken and acknowledged by the
above named K. L. and M.
his Wife, the — Day of —
in the Year of our Lord —
and in the — Year of the
Reign of King George the
Second, before us*

T. D.

W. H.

Examples

Examples of *Præcipes*.

*A Præcipe for Messuages, Land, and
Common of Pasture.*

‘ **C**ommand *A. B.* that justly, &c. he per-
form to *C. D.* the Covenant made be-
tween them of three Messuages, &c. with
the Appurtenances, in *D.* and *T.* and of
Common of Pasture for all and all Manner
of Cattle, and of Pasture for four Hundred
Sheep, with the Appurtenances, in *D.* in
the Parish of *C.* And unless, &c.

*Præcipe for a Messuage, Curtelage, Gar-
den, Rent, Foldage and Sheep-Walk.*

Middlesex, ‘ **C**ommand *A. B.* that justly,
to wit. ‘ &c. he perform to *C. D.*
the Covenant made between them of one
Messuage, one Curtelage, one Garden, &c.
and five Pounds Rent, with the Appurte-
nances, in *T.* as also of Liberty of one
Foldage, and of a Sheep-Walk, with the
Appurtenances, in *T.* And unless, &c.

Præcipe of Wood and Liberty of Foldage.

Essex, to wit. ‘ **C**ommand A. B. that just-
 ly, &c. he perform to
 ‘ C. D. the Covenant made between them of
 ‘ one Hundred Acres of Wood, with the
 ‘ Appurtenances, in N. and of the Liberty
 ‘ of Foldage for forty Sheep, with the Ap-
 ‘ purtenances, in S. And unless, &c.

*Præcipe of two Parts in three of eight
 Acres of Land, forty Acres of Pasture,
 forty Acres of Reed, ten Acres of fresh
 Marsh, and ten Acres of salt Marsh.*

Kent, to wit. ‘ **C**ommand A. B. that just-
 ly, &c. he perform to
 ‘ C. D. the Covenant made between them of
 ‘ two Parts in three Parts to be divided of
 ‘ eight Acres of Land, forty Acres of Pa-
 ‘ sture, forty Acres of Reed, ten Acres of
 ‘ fresh Marsh, and ten Acres of salt Marsh,
 ‘ with the Appurtenances, in D. And un-
 ‘ less, &c.

*Præcipe of a Parsonage impropriate, and
 of the Moiety of the Tithes.*

Sussex, to wit. ‘ **C**ommand A. B. that just-
 ly, &c. he perform to
 ‘ C. D. the Covenant made between them of
 ‘ the

‘ the Rectory impropriate of *H.* with the
 ‘ Appurtenances, and of the Moiety of all
 ‘ Tithes, Grain, Corn, Sheafs of Corn and
 ‘ Hay of the Lands called the *B.* Lands,
 ‘ with the Appurtenances, in *H.* aforesaid,
 ‘ &c. And unless, &c.’

*Præcipe of a Manor, Rent, and free
 Foldage of Sheep.*

Devon, ‘ **C**ommand *A. B.* that justly, &c.
to wit. ‘ he perform to *C. D.* the Co-
 ‘ venant made between them of the Manor
 ‘ of, &c. and of ten Shillings Rent, and of
 ‘ the Liberty of Foldage of Sheep, with the
 ‘ Appurtenances, in *R.* and of the Hundred
 ‘ of *L.* And unless, &c.

*Præcipe of the third Part of four Mes-
 suages, four Cottages, one Mill, Gar-
 dens, Orchard, Land, Meadow, Pa-
 sture, Moor, Turbary and Rent, the
 third Part of the View of Frank-
 pledge, of Goods and Chattels waived,
 of Felons Fugitive, put in Exigent,
 Felons de se, Deodands, Treasure, and
 of the third Part of a Parsonage.*

Norfolk, ‘ **C**ommand *W. S.* Esq; that just-
to wit. ‘ ly, &c. he perform to Sir
 ‘ *T. R.* Knt. the Covenant made between
 ‘ them of the third Part of four Messuages,
 ‘ four

Of fines.

‘ four Cottages, one Mill, ten Gardens, ten
 ‘ Orchards, two Hundred Acres of Land, two
 ‘ Hundred Acres of Meadow, two Hundred
 ‘ Acres of Pasture, thirty Acres of Moor,
 ‘ thirty Acres of Turbary, and five Shillings
 ‘ Rent, with the Appurtenances, in *A. B. C.*
 ‘ *D.* and of the third Part of a View of
 ‘ Frankpledge, of Goods and Chattels waived,
 ‘ of Felons Fugitive, outlawed, put in *Exi-*
 ‘ *gent*, Felons of themselves, Deodands,
 ‘ Treasure found, and Estrays, with the Ap-
 ‘ purtenances, in *M. &c.* and of the third
 ‘ Part of the Rectory of the Church of *K.*
 ‘ with the Appurtenances, *&c.*’

A Præcipe of Tithes.

Leicestershire, ‘ *Command* Sir *T. N. Knt.*
to wit. ‘ *C* that justly, *&c.* he per-
 ‘ form to *T. P.* the Covenant made between
 ‘ them of Grain, Hay, Wool and Lambs,
 ‘ and of all other Tithes, in *M.* And un-
 ‘ less, *&c.*’

A Præcipe of a Stable amongst other Things.

Middlesex, ‘ *Command* George Wright and
to wit. ‘ *C* Elizabeth his Wife, that
 ‘ justly, *&c.* they perform to Robert Horsey
 ‘ the Covenant made between them of two
 ‘ Messuages, three Stables and two Gardens,
 ‘ with the Appurtenances, in the Parish of
 ‘ *St. Giles in the Fields.* And unless, *&c.*

A Præcipe of a Rent issuing out of a Rectory.

London, ‘ **C**ommand E. D. Widow, and
to wit. ‘ **J.** B. and E. his Wife, that
‘ justly, &c. they perform to W. B. the Co-
‘ venant made between them of the yearly
‘ Rent of twenty and two Pounds issuing out
‘ of the Rectory of the Parish of St. Buttolph
‘ without Aldgate, with the Appurtenances.
‘ And unless, &c.

‘ And the Agreement is such, to wit, That
‘ the aforesaid E. J. and E. have acknow-
‘ ledged the aforesaid Rent, &c.’

Another of the same.

Lincolnshire, ‘ **C**ommand A. B. that justly,
to wit. ‘ **J.** C. he perform to J. C.
‘ the Covenant made between them of the
‘ yearly Rent of 6l. 12 s. 8 d. issuing out
‘ of the Rectory of Horsetone, with the Ap-
‘ purtenances. And unless, &c.’

A Præcipe of a Rent issuing out of divers Manors.

Somersetshire, ‘ **C**ommand H. S. that justly,
to wit. ‘ **J.** C. he perform to J. C.
‘ the Covenant made between them of the
‘ yearly

‘ yearly Rent of 13 l. 19 s. 8 s. issuing out
 ‘ of the Manors of *Walton*, *Chodder* and
 ‘ *Stovey*, with the Appurtenances. And un-
 ‘ less, &c.’

*A Præcipe against the Father and Son,
 Heir apparent of Manors, Messuages,
 Cottages, Tofts, Barns, Water-mills,
 a Wind-mill, Dovehouses, Gardens,
 Orchards, Land, Meadow, Pasture,
 Wood, Marsh, Furze and Heath, Al-
 der, Rush, Moor, Rent, a Mine of
 Coals, and Advowson.*

Lincolnshire, ‘ **C**ommand *T. M.* Esq; and
 to wit. ‘ *T. M.* Son and Heir ap-
 ‘ parent of the said *T.* that justly, &c. they
 ‘ perform to *F. F.* and *N. R.* the Covenant
 ‘ made between them of the Manors of *T.*
 ‘ *S.* and *H.* near *N.* upon *Trent*, and of
 ‘ forty Messuages, twenty Cottages, forty
 ‘ Tofts, thirty Barns, two Water-mills, one
 ‘ Wind-mill, three Dovehouses, forty Gar-
 ‘ dens, forty Orchards, one Thousand Acres
 ‘ of Land, one Thousand Acres of Meadow,
 ‘ one Thousand Acres of Pasture, five Hun-
 ‘ dred Acres of Wood, one Hundred Acres
 ‘ of Marsh, one Hundred Acres of Furze
 ‘ and Heath, one Hundred Acres of Alder,
 ‘ one Hundred and ten Acres of Rush, five
 ‘ Hundred Acres of Moor, four Pounds
 ‘ Rent, and the Rent of half a Pound of
 ‘ Pepper, with the Appurtenances, in *T.* &c.
 ‘ and

‘ and also of a Mine of Coals, with the Appurtenances, in T. and S. as also of the Advowson of the Church of T. and H. And unless, &c.

A Præcipe of Tithes.

Nottinghamshire, ‘ **C**ommand D. E. that to wit. ‘ justly, &c. he perform to R. Y. Esq; the Covenant made between them of the Tithes of Sheafs of Corn, Grain and Hay, with the Appurtenances, in R. and W. and of the Tithes of Hay in V. as also of the Tithes of Wool, Lambs, Oblations, Obventions and Emoluments, and of all other Tithes whatsoever coming, growing and renewing in W. afore said. And unless, &c.’

A Præcipe of Manors, Messuages, Cottages, Mill, Dovehouse, Gardens, Orchard, Land, Meadow, Pasture, Wood, Furze and Heath, Moor, Land covered with Water, Rent, and Common of Pasture.

Staffordshire, ‘ **C**ommand F. B. Esq; that to wit. ‘ justly, &c. he perform to J. M. Gent. the Covenant made between them of the Manors of B. and D. with the Appurtenances, and of thirty Messuages, ten Cottages, one Water-mill, two Dove-
‘ houses,

Of Fines.

‘ houses, thirty Gardens, thirty Orchards, two
 ‘ Thousand Acres of Land, two Hundred
 ‘ Acres of Meadow, five Hundred Acres of
 ‘ Pasture, three Hundred Acres of Wood,
 ‘ one Thousand Acres of Furze and Heath,
 ‘ one Thousand Acres of Moor, ten Acres
 ‘ of Land covered with Water, sixty Shil-
 ‘ lings Rent, and Common of Pasture for all
 ‘ Cattle, with the Appurtenances, in *Biddulph*
 ‘ *Overton*, *Over Biddulph*, *Nether Biddulph*,
 ‘ *Rushton*, *Rushton Grange*, *Stoke* and *Busben*.
 ‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *F.* hath acknowledged the
 ‘ aforesaid Manors, Tenements, Rent, and
 ‘ Common of Pasture, with the Appurte-
 ‘ nances, to be the Right, &c.

A Præcipe of Manors, Messuages, Tofts,
a Mill, Dovehouses, Gardens, Land,
Meadow, Pasture, Wood, Furze and
Heath, and a Rectory and Advowson.

Lincolnshire, ‘ **C**ommand Sir *J. L.* Knt. and
 to wit. ‘ *W. L.* Esq; that justly,
 ‘ &c. they perform to *G. L.* Gent. the Cove-
 ‘ nant made between them of the Manors of
 ‘ *H.* otherwise, &c. and *S.* with the Ap-
 ‘ purtenances, and of seventy and nine Mes-
 ‘ suages, three Tofts, one Wind-mill, eleven
 ‘ Dovehouses, ninety Gardens, two Thousand
 ‘ five Hundred and forty Acres of Land, six
 ‘ Hundred

‘ Hundred Acres of Meadow, one Thousand
 ‘ and sixty Acres of Pasture, three Hundred
 ‘ and fifty Acres of Wood, and one Hundred
 ‘ Acres of Furze and Heath, with the Appurtenances, in *Honnington*, otherwise *Hunnington*, *Somerby*, *Coningham*, *Springthorne*, *Gainsborough* otherwise *Gainsburgh*, *Wheatburgh* otherwise *Wheatburgh*, and *Great Coningham*, and also the Rectory of *Honnington* otherwise *Hunnington*, with the Appurtenances, as also the Advowson of the Vicarage of the Church of *Honnington* otherwise *Hunnington*. And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *J.* and *W.* have acknowledged
 ‘ the aforesaid Manors, Tenements and Rectory, with the Appurtenances and Advowson aforesaid, to be the Right, &c.’

Fines *Sur Done, Grant & Render.*

† i. e. Upon a Gift with a Grant and Render. *A Fine* † *Sur Done, ove Grant & Render in Tail, with Remainders over.*

Cornwal, ‘ **C**ommand *M. K.* that justly, to wit. ‘ *Ec.* he perform to *J. W.* ‘ the Covenant made between them of one ‘ Messuage and twenty Acres of Land, with ‘ the Appurtenances, in *S.* And unless, *Ec.*

‘ *And the Agreement* is such, to wit, That ‘ the aforesaid *M.* hath acknowledged the ‘ aforesaid Tenements, with the Appurtenances, to be the Right of him the said ‘ *J.* as those which the said *J.* hath of the ‘ Gift of the aforesaid *M.* And those he hath ‘ remised and quit-claimed from himself the ‘ said *M.* and his Heirs to the aforesaid *J.* and ‘ his Heirs for ever. And moreover the said ‘ *M.* hath granted for himself and his Heirs, ‘ that he will warrant the aforesaid Tenements, with the Appurtenances, to the said ‘ *J.* and his Heirs, against himself the said ‘ *M.* and his Heirs for ever. And for this ‘ Acknowledgment, Remise, Quit-claim, ‘ Warranty, Fine and Agreement, the said ‘ *J.* hath granted to the said *M.* the aforesaid Tenements, with the Appurtenances, ‘ and

‘ and those he hath *rendered* to him in the
 ‘ same Court ; *To have and to hold* to the said
 ‘ *M.* and the Heirs which the said *M.* shall
 ‘ beget on the Body of *L.* his now Wife :
 ‘ *And* if it shall happen that the said *M.* shall
 ‘ die without Heirs begotten by him on the
 ‘ Body of the said *E.* *Then* after the Decease
 ‘ of the said *M.* the aforesaid Tenements,
 ‘ with the Appurtenances, intirely to remain
 ‘ to the said *E.* during her Life, *And* after
 ‘ the Decease of the said *E.* the aforesaid Te-
 ‘ nements, with the Appurtenances, intirely
 ‘ to remain to the right Heirs of the said *J.*’

Taken and acknowledged, &c.

*A Fine from two Conusors to two Conu-
 fees, Sur Done, with a Grant and
 Render back for Years, reserving Rent,
 &c.*

Lincolnshire, ‘ **C**ommand *J. P.* and *S. C.*
 to wit. ‘ that justly, &c. they per-
 ‘ form to *W. N.* and *E. P.* the Covenant
 ‘ made between them of (*naming the Parcels*).
 ‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *J.* and *S.* have acknowledged
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, to be the Right of him the said *W.*
 ‘ and as those which the aforesaid *W.* and *E.*
 ‘ have of the Gift of the aforesaid *J.* and *S.*
 ‘ *And* those they have remised and quit-claim-

M

‘ ed

' ed from themselves the said *J.* and *S.* and
 ' the Heirs of the said *J.* to the aforesaid *W.*
 ' and *E.* and the Heirs of the said *W.* for
 ' ever. *And moreover* the said *J.* and *S.* have
 ' granted for themselves and the Heirs of the
 ' said *J.* that they will warrant to the afore-
 ' said *W.* and *E.* and the Heirs of the said
 ' *W.* the aforesaid Tenements, with the Ap-
 ' purtenances, against them the said *J.* and
 ' *S.* and the Heirs of the said *J.* for ever.
 ' *And for this Acknowledgment, Remise,*
 ' *Quit-claim, Warranty, Fine and Agree-*
 ' *ment,* the said *W.* and *E.* have *granted*
 ' to the aforesaid *J.* the aforesaid Tenements,
 ' with the Appurtenances, and those they
 ' have *rendered* to him in the same Court;
 ' *To have and to hold* the aforesaid Tenements,
 ' with the Appurtenances, to the aforesaid *J.*
 ' and his Assigns, from the Feast of *St. Mi-*
 ' *chael* the Archangel last past, unto the End
 ' and Term of one and twenty Years thence
 ' next ensuing and fully to be compleat and
 ' ended, rendering therefore yearly during
 ' the aforesaid Term to the said *W.* and his
 ' Heirs the Sum of twenty Pounds of lawful
 ' Money of *Great Britain*, to be paid at the
 ' Feast of the *Annunciation* of the Blessed
 ' *Mary*, and the Feast of *St. Michael* the
 ' Archangel, by equal and even Portions;
 ' and if the said Rent shall happen to be in
 ' Arrear in Part or in the Whole unpaid after
 ' any of the said Feasts, then it shall be law-
 ' ful for the said *W.* and his Heirs to enter
 ' into the aforesaid Tenements, with the
 ' Appurtenances, and distrain, and the Di-
 ' stressies

‘ strestes there taken to lead, drive and carry
‘ away, and to retain, until they shall be
‘ fully paid and satisfied for the said Rent and
‘ the Arrearages thereof.’

Taken and acknowledged, &c.

*A Fine by two Conusors to one Conussee,
Sur Done, with a Grant and Render
back to one Conusor for a Term of
Years, reserving Rent, and the Re-
version and Rent to the other Conusor.*

Essex, to wit. ‘ **C**ommand T. B. and A. S.
‘ that justly, &c. they
‘ perform to J. B. the Covenant made be-
‘ tween them of (*naming the Parcels*). And
‘ unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid T. and A. have acknowledged
‘ the aforesaid Tenements, with the Appur-
‘ tenances, to be the Right of him the said J.
‘ as those which the said J. hath of the Gift of
‘ the said T. and A. And those they have re-
‘ mised and quit-claimed from themselves the
‘ said T. and A. and the Heirs of the said T.
‘ to the said A. and his Heirs for ever.
‘ And moreover the said T. and A. have grant-
‘ ed for themselves and the Heirs of the said
‘ T. that they will warrant the aforesaid Te-
‘ nements, with the Appurtenances, to the
‘ said J. and his Heirs, against them the

' said T. and A. and the Heirs of the said T.
 ' for ever. *And* for this Acknowledgment,
 ' Remise, Release, Quit-claim, Warranty,
 ' Fine and Agreement, the aforesaid J. hath
 ' granted to the said A. the aforesaid Tene-
 ' ments, with the Appurtenances, and those
 ' he hath rendered to him in the same Court;
 ' *To have and to hold* the aforesaid Tenements,
 ' with the Appurtenances, to the said A. and
 ' his Assigns, from the Feast of the Nativity
 ' of our Lord Christ now next ensuing, until
 ' the full End and Term of sixty-one Years
 ' from thence next ensuing and fully to be
 ' compleat and ended, *Rendering* therefore
 ' yearly during the Term aforesaid to the said
 ' J. and his Heirs, the yearly Rent of twenty
 ' Pounds of lawful Money of Great Britain,
 ' at the Feasts of the Nativity of St. John the
 ' Baptist, and the Nativity of our Lord Christ,
 ' by equal Portions, to be paid during the
 ' Term aforesaid: *And* if it shall happen that
 ' the said yearly Rent of twenty Pounds shall
 ' be in Arrear and unpaid in Part or in the
 ' Whole after any of the Feasts aforesaid by
 ' the Space of twenty Days, that then it shall
 ' and may be lawful for the said J. and his
 ' Heirs into the Tenements aforesaid to enter
 ' and distrain, and the Distresses so there
 ' taken to lead, drive, carry away and de-
 ' tain, until he shall be fully satisfied the said
 ' yearly Rent and all Arrearages thereof.
 ' *And further*, the said J. hath granted to
 ' the said T. and his Heirs as well the Re-
 ' version of the aforesaid Premisses, with the
 ' Appurtenances, as the aforesaid Rent of
 ' twenty

‘ twenty Pounds thereupon reserved, and
 ‘ those he hath rendered to him in the same
 ‘ Court; *To have, hold* and perceive the a-
 ‘ foresaid Reversion of the foresaid Tene-
 ‘ ments, with the Appurtenances and the
 ‘ Rent foresaid, to the said T. and his Heirs
 ‘ for ever.

Taken and acknowledged, &c.

*A Fine from two Conusors and the Wife
 of one of them to two Conusees, Sur
 Done, with Grant and Render to one
 Conusor for Years, reserving Rent,
 with a Nomine poenæ and Distress,
 Remainder to the other Conusor and
 his Wife and the Heirs of the Hus-
 band, Remainder to the right Heirs of
 a Stranger.*

Middlesex, ‘ **C**ommand E. P. Esq; and M.
 to wit. ‘ his Wife, and R. B. that
 ‘ justly, &c. they perform to J. R. and T. S.
 ‘ the Covenant made between them of one
 ‘ Messuage, &c. And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the foresaid E. P. and M. and R. B. have
 ‘ acknowledged the foresaid Tenements, with
 ‘ the Appurtenances, to be the Right of him
 ‘ the said J. as those which the said J. and T.
 ‘ have of the Gift of the foresaid E. M. and
 ‘ R. and those they have remised and quit-
 M 3 ‘ claimed

claimed from themselves the said *E. M.* and
R. and their Heirs to the said *J.* and *T.* and
 the Heirs of the said *J.* for ever. *And*
moreover the said *E.* and *M.* have granted
 for themselves and the Heirs of the said *E.*
 that they will warrant to the aforesaid *J.* and
T. and the Heirs of the said *J.* the afore-
 said Tenements, with the Appurtenances,
 against them the said *E.* and *M.* and the
 Heirs of the said *E.* for ever. *And further,*
 the said *E.* and *M.* have granted for them-
 selves and the Heirs of the said *M.* that they
 will warrant to the aforesaid *J.* and *T.* and
 the Heirs of the said *J.* the aforesaid Tene-
 ments, with the Appurtenances, against them
 the said *E.* and *M.* and the Heirs of the said
M. for ever. *And also* the said *R.* hath
 granted for himself and his Heirs, that he
 will warrant to the said *J.* and *T.* and the
 Heirs of the said *J.* the aforesaid Tene-
 ments, with the Appurtenances, against him
 the said *R.* and his Heirs for ever. *And*
 for this Acknowledgment, Remise, Quit-
 claim, Warranty, Fine and Agreement,
 the said *J.* and *T.* have granted to the afore-
 said *R.* the Tenements aforesaid, with the
 Appurtenances, and those they have rendered
 to him in the same Court; *To have and to*
bold to the said *R.* from the Feast of *St.*
Michael last past for the Term of one and
 thirty Years from thence next ensuing and
 fully to be compleat and ended, *Rendering*
 therefore yearly to the aforesaid *J.* and *T.*
 and the Heirs of the said *J.* twenty Pounds
 of

of lawful Money of *Great Britain*, at the
 Feast of the *Annunciation* of the Blessed
 Virgin *Mary*, and of *St. Michael* the Arch-
 angel, by equal Portions, to be paid yearly
 during the Term aforesaid: *And* if it shall
 happen that the said Rent of twenty Pounds,
 or any Part thereof, shall be in Arrear in
 Part or in the Whole after any of the afore-
 said Feasts on which it ought to be paid as
 aforesaid, unpaid by the Space of forty
 Days, that then the aforesaid *R.* shall for-
 feited to the aforesaid *J.* and *T.* and the Heirs
 of the said *J.* five Pounds, in the Name of
 a Penalty; *And* then and so often it shall
 be lawful to the said *J.* and *T.* and the
 Heirs of the said *J.* into the aforesaid Te-
 nements, with the Appurtenances, to enter
 and distrain, and the Distresses so there
 taken and had to lead, drive, carry away
 and detain, until as well of the aforesaid
 twenty Pounds, as of the said five Pounds
 in the Name of a Penalty as aforesaid for-
 feited, with all Arrears (if any shall be)
 they shall be fully satisfied and paid. *And*
further, the said *J.* and *T.* have granted to
 the aforesaid *E.* and *M.* the aforesaid Te-
 nements, with the Appurtenances, and the
 aforesaid twenty Pounds thereupon reserved,
 and the aforesaid Sum of five Pounds in
 the Name of a Penalty, and those they
 have rendered to them in the same Court;
To have and to hold to the said *E.* and *M.*
 and the Heirs of the Body of the said *E.*
 lawfully begotten; *And* for Default of such

‘ Issue, the Remainder to *W. W.* and his
 ‘ Heirs for ever.’

Taken and acknowledged, &c.

*A Fine by three Conusors to two Conusees,
 with Grant and Render to one of the
 Conusors in Tail, and a Remainder in
 Tail to a Stranger, Reversion to one of
 the Conusors, of a Manor, Messuages,
 Cottages, Dovehouse, Gardens, Or-
 chards, Land, Meadow, Pasture,
 Wood, Furze and Heath, and Rent.*

Essex, to wit. ‘ **C**ommand *A. B.* Esq; *C. D.*
 ‘ Esq; and *E. F.* Esq;
 ‘ that justly, &c. they perform to *G. H.* and
 ‘ *J. K.* the Covenant made between them of
 ‘ the Manor of *S.* with the Appurtenances,
 ‘ and of fifty Messuages, ten Cottages, one
 ‘ Dovehouse, sixty Gardens, sixty Orchards,
 ‘ five Hundred Acres of Land, four Hun-
 ‘ dred Acres of Meadow, one Hundred Acres
 ‘ of Pasture, one Hundred Acres of Wood,
 ‘ two Hundred Acres of Furze and Heath,
 ‘ and ten Pounds Rent, with the Appurte-
 ‘ nances, in *S.* And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A. C.* and *E.* have acknow-
 ‘ ledged the aforesaid Manor, Tenements
 ‘ and Rent, with the Appurtenances, to be
 ‘ the

the Right of the said G. as those which
 the said G. and J. have of the Gift of the
 said A. C. and E. and those they have re-
 mised and quit-claimed from themselves the
 said A. C. and E. and their Heirs to the
 said G. and J. and the Heirs of the said G.
 for ever. *And moreover* the said A. has
 granted for himself and his Heirs, that he
 will warrant to the aforesaid G. and J. and
 the Heirs of the said G. the aforesaid Ma-
 nor, Tenements and Rent, with the Ap-
 purtenances, against all Men for ever. *And*
further, the said C. has granted for himself
 and his Heirs, that he will warrant to the
 aforesaid G. and J. and the Heirs of the
 said G. the aforesaid Manor, Tenements
 and Rent, with the Appurtenances, against
 all Men for ever. *And also* the aforesaid E.
 has granted for himself and his Heirs, that
 he will warrant to the aforesaid G. and
 J. and the Heirs of the said G. the afore-
 said Manor, Tenements and Rent, with the
 Appurtenances, against all Men for ever.
And for this Acknowledgment, Remise,
 Quit-claim, Warranty, Fine and Agree-
 ment, the said G. and J. have granted to
 the aforesaid E. the aforesaid Manor, Tene-
 ments and Rent, with the Appurtenances,
 and those they have rendered to him in the
 same Court; *To have and to hold* to the said
 E. and the Heirs Male of his Body lawfully
 begotten; *And* if it shall happen that the
 said E. shall die without Heirs Male of his
 Body lawfully begotten, then after the De-
 cease of the said E. the aforesaid Manor,
 Tene-

Of Fines.

‘ Tenements and Rent, with the Appurtenances, shall intirely remain to M. F. Brother of the said E. and the Heirs Male of the Body of the said M. lawfully begotten; And if it shall happen that the said M. shall die without Heirs Male of his Body lawfully begotten, then after the Decease of the said M. the aforesaid Manor, Tenements and Rent, with the Appurtenances, shall intirely revert to the aforesaid G. and J. and the Heirs of the said G. forever, quit of all other Heirs of the said E. and M.’

Taken and acknowledged, &c.

From three to two, with a Grant and Render of Rent, with Forfeiture Nomine pœnæ and a Distress to the second Conusor in Tail, Remainder to the first in Tail, Remainder to the right Heirs of the second in Fee, and a Grant and Render of Lands to the third Conusor in Fee, of Manors, Messuages, Gardens, Orchards, Land, Pasture and Rent.

Kent, to wit. ‘ **C**ommand A. B. Esq; C. D. Esq; and E. F. Gent. that justly, &c. they perform to G. H. Esq; and J. K. the Covenant made between them of the Manors of L. and M. with the

the Appurtenances, and of six Messuages,
 six Gardens, six Orchards, two Hundred
 Acres of Land, and four Hundred Acres of
 Pasture, and of the Rent of two Hundred
 Marks, with the Appurtenances, in L. and
 M. And unless, &c.

And the Agreement is such, to wit, That
 the aforesaid A. C. and E. have acknow-
 ledged the aforesaid Manors, Tenements and
 Rent, with the Appurtenances, to be the
 Right of him the aforesaid G. as those which
 the said G. and J. have of the aforesaid A. C.
 and E. and those they have remised and
 quit-claimed from themselves the said A. C.
 and E. and their Heirs, to the aforesaid G.
 and J. and the Heirs of the said G. for
 ever. And moreover the aforesaid A. has ^{1. Warranty.}
 granted for himself and his Heirs, that he
 will warrant to the aforesaid G. and J. and
 the Heirs of the said G. the aforesaid Ma-
 nors, Tenements and Rent, with the Ap-
 purtenances, against him the aforesaid A.
 and his Heirs for ever. And further, the ^{2. Warranty.}
 aforesaid C. hath granted for himself and his
 Heirs, that he will warrant to the aforesaid
 G. and J. and the Heirs of the said G. the
 aforesaid Manors, Tenements and Rent,
 with the Appurtenances, against himself the
 said C. and his Heirs for ever; And also the ^{3. Warranty.}
 aforesaid E. hath granted for himself and
 his Heirs, that he will warrant to the aforesaid
 G. and J. and the Heirs of the said
 G. the aforesaid Manors, Tenements and
 Rent, with the Appurtenances, against
 himself the said E. and his Heirs for ever.

And

*Grant and
Render of a
Rent in Tail.*

*Forfeiture
Nomine
penæ.*

Distress.

‘ And for this Acknowledgment, Remise,
‘ Quit-claim, Warranty, Fine and Agree-
‘ ment, the aforesaid G. and J. have granted
‘ to the aforesaid C. a certain yearly Rent of
‘ two Hundred Pounds of lawful Money of
‘ *Great Britain*, issuing out of and from the
‘ aforesaid Manors and Tenements, with the
‘ Appurtenances, and the same they have
‘ rendered to him in the said Court; *To*
‘ *hold* and receive the said yearly Rent of two
‘ Hundred Pounds to the said C. and the
‘ Heirs of his Body lawfully begotten, at the
‘ Feasts of *St. Michael* the Archangel, and
‘ the *Annunciation* of the Blessed Virgin
‘ *Mary*, by equal Portions yearly, to be paid
‘ at the South Gate of the *Royal Exchange* in
‘ *London*, if demanded: *And* if it shall hap-
‘ pen that the said yearly Rent of two Hun-
‘ dred Pounds, or any Part thereof, shall be
‘ in Arrear in Part or in the Whole after any
‘ of the said Feasts on which it ought to be
‘ paid as aforesaid, unpaid by the Space of
‘ one Month, if demanded at the South
‘ Gate of the *Royal Exchange* in *London*, that
‘ then and so often the said G. and J. and
‘ the Heirs of the said G. shall forfeit to the
‘ said C. and the Heirs of his Body lawfully
‘ begotten, six Pounds thirteen Shillings and
‘ Four-pence, by the Name of a Penalty,
‘ for every Month in which the said yearly
‘ Rent of two Hundred Pounds, or any
‘ Part thereof, shall happen to be in Arrear;
‘ *And* that then and so often it shall be
‘ lawful for the said C. and the Heirs of
‘ his Body lawfully begotten, into the a-
‘ fforesaid Manor and Tenements, with the
‘ Appur-

Appurtenances, to enter and distrain, and
 the Distresses so there had and taken law-
 fully to lead, drive, carry away and to
 keep, until they shall be fully satisfied and
 paid as well the said yearly Rent of two
 Hundred Pounds, as the aforesaid six Pounds
 thirteen Shillings and Four-pence, forfeited
 as aforesaid by the Name of a Penalty,
 with all Arrearages of them, if any shall
 be. Also the aforesaid G. and J. have *Remainder of*
 granted to the aforesaid A. a certain yearly *the Rent in*
 Rent of two Hundred Pounds, of lawful *Tail.*
 Money of *Great Britain*, issuing out of and
 from the aforesaid Manors and Tenements,
 with the Appurtenances; and the same they
 have rendered to him in the same Court,
 To hold and receive the aforesaid yearly Rent
 of two Hundred Pounds after the Decease
 of the said C. without Heirs of his Body
 lawfully begotten, at the Feasts of *St.*
Michael the Archangel and the *Annunciation*
 of the Blessed Virgin *Mary*, by equal Por-
 tions yearly, to be paid at the South Gate
 of the *Royal Exchange* in *London*, if de-
 manded; the first Payment to begin and
 be made at such of the said Feasts as shall
 happen next after the Death of the said
 C. without Heirs of his Body lawfully
 begotten: And if it shall happen that the *Forfeiture*
 said yearly Rent of two Hundred Pounds, *Nomine*
 after the Death of the aforesaid C. with- *poenæ.*
 out Heirs of his Body lawfully begotten,
 shall be in Arrear in Part or in the Whole
 after any of the said Feasts on which it
 ought to be paid as aforesaid, unpaid by
 the

Distress.

Remainder of
the Rent in
Fee.Forfeiture
Nomine
pœnæ.

the Space of one Month, if demanded at
 the South Gate of the *Royal Exchange* in
London, that then and so often the afore-
 said G. and J. and the Heirs of the said G.
 after the Death of the said C. without Heirs
 of his Body lawfully begotten, shall forfeit to
 the said A. and the Heirs of his Body law-
 fully begotten, six Pounds thirteen Shillings
 and Four-pence, by the Name of a Penalty,
 for every Month in which the said yearly
 Rent of two Hundred Pounds, or any Part
 thereof, shall happen to be in Arrear; And
 that then and so often it shall be lawful for
 the aforesaid A. and the Heirs of his Body
 lawfully begotten, after the Death of the said
 C. without Heirs of his Body lawfully be-
 gotten, into the aforesaid Manors and Te-
 nements, with the Appurtenances, to enter
 and distrain, and the Distresses so there had
 and taken lawfully to lead, drive, carry away
 and keep, until they shall be fully paid and
 satisfied as well the said yearly Rent of two
 Hundred Pounds, as the said six Pounds
 thirteen Shillings and Four-pence as afore-
 said, forfeited by the Name of a Penalty,
 with all Arrearages of them, if any shall
 be. And if it shall happen that the afore-
 said A. shall die without Heirs of his Body
 lawfully begotten, then after the Decease of
 the said A. the said yearly Rent of two
 Hundred Pounds shall intirely remain to
 the right Heirs of the aforesaid C. for ever,
 to be paid yearly at the said Feasts as afore-
 said: And if it shall happen that the said
 yearly Rent of two Hundred Pounds, or
 any Part thereof, shall be in Arrear in Part
 or

or in the Whole after any of the said Feasts
 on which the same ought to be paid as a-
 foresaid, unpaid by the Space of one Month,
 if demanded at the South Gate of the *Royal*
Exchange in *London*, that then and so often
 the aforesaid G. and J. and the Heirs of the
 said G. after the Death of the aforesaid A.
 without Heirs of his Body lawfully begotten,
 shall forfeit to the right Heirs of the aforesaid
 C. six Pounds thirteen Shillings and Four-
 pence, by the Name of a Penalty, for every
 Month in which the said yearly Rent of
 two Hundred Pounds, or any Part thereof,
 shall so be in Arrear; *And* that then and so *Distress.*
 often it shall be lawful to the right Heirs
 of the aforesaid C. after the Death of the
 aforesaid A. without Heirs of his Body law-
 fully begotten, into the aforesaid Manors
 and Tenements, with the Appurtenances,
 to enter and distrain, and the Distresses so
 there taken and had to lead, drive, carry
 away and to keep, until they shall be
 fully paid and satisfied as well the said year-
 ly Rent of two Hundred Pounds, as the
 said six Pounds thirteen Shillings and Four-
 pence, so as aforesaid forfeited, by the
 Name of a Penalty, with all Arrearages, if
 any shall be. *Also* the aforesaid G. and J. *Grant and*
 have granted to the aforesaid E. the afore- *Render of the*
 said Manors, Tenements, and Rent of one *Lands in Fee.*
 Hundred Marks, with the Appurtenances,
 and those they have rendered to him in the
 said Court; *To have and to hold* to the said
 E. and his Heirs for ever.

Taken and acknowledged, &c.

From

From three to two, with a Grant and Render of a Rent for Life, with a Clause of Distress, Grant and Render of the Premises in Tail, Remainder in Tail, Remainder in Fee, of a Manor, Messuages, Mills, Gardens, Orchards, Land, Meadow, Pasture, Furze and Heath, Moor, Rent, and Common of Pasture.

Northamptonshire, ' Command A. B. Wi-
to wit. ' C dow, C. D. Esq; and
' E. F. Gent. that justly, &c. they perform
' to G. N. Esq; and J. K. Esq; the Cove-
' nant made between them of the Manors of
' L. with the Appurtenances, and of ten
' Messuages, two Mills, ten Gardens, ten
' Orchards, one Thousand and six Hundred
' Acres of Land, four Hundred Acres of
' Meadow, seven Hundred Acres of Pasture,
' one Hundred Acres of Furze and Heath,
' one Hundred Acres of Moor, twenty Pounds
' Rent, and Common of Pasture for all and
' all Manner of Cattle, with the Appurte-
' nances, in M. And unless, &c.

' And the Agreement is such, to wit, That
' the aforefaid A. C. and E. have acknow-
' ledged the aforefaid Manor, Tenements,
' Rent, and Common of Pasture, with the
' Appurtenances, to be the Right of the
' aforefaid G. and J. as those which the afore-
faid

' said G. and J. have of the Gift of the said
 ' A. C. and E. and those they have remised
 ' and quit-claimed from themselves the said
 ' A. C. and E. and the Heirs of the said C.
 ' to the aforesaid G. and J. and the Heirs of
 ' the said G. for ever. *And moreover* the afore- 1. *Warranty.*
 ' said A. hath granted for herself and her
 ' Heirs, that she will warrant to the aforesaid
 ' G. and J. and the Heirs of the said G. the
 ' aforesaid Manor, Tenements, Rent and
 ' Common of Pasture, with the Appurte-
 ' nances, against her the aforesaid A. and her
 ' Heirs for ever. *And further*, the aforesaid 2. *Warranty.*
 ' C. hath granted for himself and his Heirs,
 ' that he will warrant to the aforesaid G. and
 ' J. and the Heirs of the said G. the afore-
 ' said Manor, Tenements, Rent and Com-
 ' mon of Pasture, with the Appurtenances,
 ' against him the aforesaid C. and his Heirs for
 ' ever. *And also* the aforesaid E. hath grant- 3. *Warranty.*
 ' ed for himself and his Heirs, that he will
 ' warrant to the aforesaid G. and J. and the
 ' Heirs of the said G. the aforesaid Manor,
 ' Tenements, Rent and Common of Pasture,
 ' with the Appurtenances, against him the a-
 ' foresaid E. and his Heirs for ever. *And for Grant,*
 ' this Acknowledgment, Remise, Quit-claim,
 ' Warranty, Fine and Agreement, the a-
 ' foresaid G. and J. have granted to the
 ' aforesaid A. a certain yearly Rent of two
 ' Hundred Pounds of lawful Money of *Great*
 ' *Britain*, issuing out of and from the afore-
 ' said Manor, Tenements and Common of
 ' Pasture, with the Appurtenances, and the *and Render of*
 ' same they have rendered to her in the same *a yearly Rent.*
 N Court;

Distress.

Grant

*and Render of
the Premises
in Tail,*

*Remainder in
Tail,*

*Remainder in
Fee.*

Court; *To have* and receive the aforesaid
 yearly Rent of two Hundred Pounds to the
 said *A.* and her Assigns during the Life of
 the said *A.* to be paid yearly at the Feasts
 of the *Annunciation* of the Blessed *Mary*
 and *St. Michael* the Archangel, by equal
 Portions; *And* if it shall happen that the
 said yearly Rent of two Hundred Pounds
 shall be in Arrear in Part or in the Whole
 after any of the said Feasts on which it
 ought to be paid as aforesaid, unpaid by
 the Space of fourteen Days, that then it
 shall be lawful for the aforesaid *A.* and her
 Assigns, into the aforesaid Manor, Tene-
 ments and Common of Pasture, with the
 Appurtenances, to enter and distrain, and
 the Distresses so there had and taken to
 lead, drive, carry away and to retain, until
 she shall be fully paid and satisfied the said
 yearly Rent, and all Arrearages thereof, if
 any shall be. *Also* the aforesaid *G.* and *J.*
 have granted to the aforesaid *C.* the afore-
 said Manor, Tenements, Rent and Com-
 mon of Pasture, with the Appurtenances,
 and those they have rendered to him in the
 same Court; *To have and to hold* to the said
C. and the Heirs Male of his Body lawfully
 begotten; *And* if it shall happen that the
 aforesaid *C.* shall die without Heirs Male
 of his Body lawfully begotten, then after
 the Decease of the said *C.* the said Manor,
 Tenements, Rent and Common of Pa-
 sture, with the Appurtenances, shall intirely
 remain to the aforesaid *E.* and the Heirs
 Male of his Body lawfully begotten; *And*
 if

‘ if it shall happen that the aforesaid *E.* shall
 ‘ die without Heirs Male of his Body law-
 ‘ fully begotten, then after the Decease of the
 ‘ aforesaid *E.* the aforesaid Manor, Tene-
 ‘ ments, Rent and Common of Pasture, with
 ‘ the Appurtenances, shall intirely remain to
 ‘ the right Heirs of the aforesaid *A.* for ever.’

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Conufee
 and his Wife, Grant and Re-~~mainder~~inder to
 the Conusors in special Tail, Remainder
 to the Husband in general Tail, Re-
 mainder to the Wife Conusor in general
 Tail, Remainder in Fee to the right
 Heirs of the Husband, of Land,
 Meadow, Pasture and Wood.*

Essex, to wit. ‘ **C**ommand *A. B.* Gent. and
 ‘ *C.* his Wife, that justly;
 ‘ &c. they perform to *D. E.* Gent. and *F.*
 ‘ his Wife, the Covenant made between
 ‘ them of four Hundred Acres of Land, one
 ‘ Hundred Acres of Meadow, two Hundred
 ‘ Acres of Pasture, and twenty Acres of
 ‘ Wood, with the Appurtenances, in *G. H.*
 ‘ and *J.* And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* and *C.* have acknowledged
 ‘ the aforesaid Tenements, with the Appurte-
 ‘ nances, to be the Right of the aforesaid *D.*
 ‘ as those which the said *D.* and *F.* have of

- the Gift of the aforesaid *A.* and *C.* and
 those they have remised and quit-claimed
 from themselves the said *A.* and *C.* and the
 Heirs of the said *C.* to the aforesaid *D.* and
F. and the Heirs of the said *D.* for ever.
- Warranty.* And moreover the aforesaid *A.* and *C.* have
 granted for themselves and the Heirs of the
 said *C.* that they will warrant to the afore-
 said *D.* and *F.* and the Heirs of the said
D. the aforesaid Tenements, with the Ap-
 purtenances, against all Men for ever. And
- Grant* for this Acknowledgment, Remise, Quit-
 claim, Warranty, Fine and Agreement,
 the aforesaid *D.* and *F.* have granted to
 the aforesaid *A.* and *C.* the aforesaid
- and Render to* Tenements, with the Appurtenances, and
Conusors in those they have rendered to them in the
Special Tail. same Court; To have and to hold to the
 aforesaid *A.* and *C.* and the Heirs of the
 Bodies of the said *A.* and *C.* lawfully be-
- Remainder to* gotten: And if it shall happen that the said
the Husband *A.* and *C.* shall die without Heirs of their
Conusor in Tail Bodies lawfully begotten, then after the
general. Deaths of the said *A.* and *C.* the aforesaid
 Tenements, with the Appurtenances, shall
 intirely remain to the Heirs of the Body
 of the said *A.* lawfully begotten for ever:
- Remainder to* And if the said *A.* shall die without Issue
the Wife Co- of his Body lawfully begotten, then the
nusor in Tail aforesaid Tenements, with the Appurte-
general. nances, shall intirely remain to the Heirs of
 the Body of the said *C.* lawfully begotten
 for ever: And if the said *C.* shall die with-
- Remainder in* out Issue of his Body lawfully begotten,
Fee to the right then the aforesaid Tenements, with the Ap-
Heirs of the purtenances,
Husband.

‘ appurtenances, shall intirely remain to the
‘ right Heirs of the said *A.* for ever.’

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Con-
nufee, Sur Done, with Grant and Ren-
der to the Conusors for their Lives,
Remainder to J. B. their Son in Tail,
Remainder to the right Heirs of the
Husband, of a Manor, Messuages,
Mills, Dovehouses, Orchards, Lands,
Pasture, Rent, and Common of Pa-
sture.*

Norfolk, ‘ **C**ommand *A. B. Gent. and C.*
to wit. ‘ *C.* his Wife, that justly, &c.
‘ they perform to *D. E. Gent.* the Covenant
‘ made between them of the Manor of *F.*
‘ with the Appurtenances, and of twenty
‘ Messuages, two Mills, six Dovehouses,
‘ twenty Orchards, one Thousand Acres of
‘ Land, and five Hundred Acres of Pasture,
‘ four Pounds Rent, and Common of Pasture
‘ for all Cattle, with the Appurtenances, in
‘ *F. G. and H.* And unless, &c.

‘ *And the Agreement* is such, to wit, That Conufance de
‘ the aforesaid *A.* and *C.* his Wife have ac- droit.
‘ knowledged the aforesaid Manor, Tene-
‘ ments, Rent, and Common of Pasture,
‘ with the Appurtenances, to be the Right

of the aforesaid *D.* as those which the said
D. hath of the Gift of the aforesaid *A.* and
 Come ceo, &c. *C.* and those they have remised and quit-
 claimed from themselves the said *A.* and *C.*
 and the Heirs of the said *A.* to the aforesaid
 Warranty. *D.* and his Heirs for ever. *And moreover*
 the said *A.* and *C.* have granted for them-
 selves and the Heirs of the said *A.* that they
 will warrant to the aforesaid *D.* and his
 Heirs the aforesaid Manor, Tenements,
 Rent, and Common of Pasture, with the
 Appurtenances, against them the said *A.* and
C. and the Heirs of the said *A.* for ever.
 Grant *And* for this Acknowledgment, Remise,
 Quit-claim, Warranty, Fine and Agree-
 ment, the aforesaid *D.* hath granted to the
 aforesaid *A.* and *C.* his Wife the aforesaid
 Manor, Tenements, Rent, and Common of
 and Render to *Pasture*, with the Appurtenances, and those
 the Conusors *he* has rendered to them in the same Court;
 for their *To have and to hold* to the aforesaid *A.* and
 Lives, *C.* from the Feast of *St. Michael* the Arch-
 angel last past for and during the Lives of
 the said *A.* and *C.* and the Life of the
 longer Liver of them, without Impeachment
 of Waste; rendering therefore yearly to the
 aforesaid *D.* and his Heirs one Pepper Corn,
 at the Feast aforesaid, to be paid yearly
 during the Lives of the said *A.* and *C.* and
 the Life of the longer Liver of them, if
 demanded: *And* after the Deaths of the
 Remainder in *aforesaid A. and C.* the aforesaid Manor,
 Tail to the *Tenements, Rent, and Common of Pasture,*
 Son of the *with the Appurtenances, shall intirely re-*
 Husband, *main* to *J. B. Son of the said A. and the*
 Heirs

‘ Heirs of the Body of the aforesaid *J.* be-
 gotten for ever; And if the said *J.* shall *Remainder in*
 die without Issue of his Body lawfully be- *Fee to the*
 gotten, then the aforesaid Manor, Tene- *right Heirs of*
 ments, Rent, and Common of Pasture, *the Husband,*
 with the Appurtenances, shall remain to the
 right Heirs of the aforesaid *A.* for ever.’

Taken and acknowledged, &c.

*A Fine Sur Conuſance de droit tantum,
 paſſing a Reverſion.*

Esſex, to wit. ‘ **C**ommand *E. S.* that juſtly,
 ‘ &c. he perform to *C. R.*
 ‘ the Covenant made between them of one
 ‘ Meſſuage, one Stable, and one Garden,
 ‘ with the Appurtenances, in *C.* And un-
 ‘ leſs, &c.

‘ *And the Agreement* is ſuch, to wit, That
 ‘ the aforesaid *E.* hath *acknowledged* the a-
 ‘ foresaid Tenements, with the Appurte-
 ‘ nances, to be the *Right* of the ſaid *C.* And
 ‘ he hath granted for himſelf and his Heirs,
 ‘ that the aforesaid Tenements, with the Ap-
 ‘ purtenances, which *W. R.* and *A.* his Wife
 ‘ hold for the Term of Life of the ſaid *A.* of
 ‘ the Inheritance of the ſaid *E.* on the Day on
 ‘ which this Agreement was made, and which
 ‘ after the Deceafe of him the ſaid *A.* ought
 ‘ to revert to the ſaid *E.* and his Heirs, ſhall
 ‘ after the Deceafe of the ſaid *A.* intirely re-
 ‘ main to the ſaid *C.* and his Heirs for ever.

Of Fines.

And the aforesaid E. hath granted for himself and his Heirs, that he will warrant to the said C. and his Heirs the aforesaid Tenements, with the Appurtenances, in such Manner as is aforesaid, against him the said E. and his Heirs for ever. And for this, &c.

Taken and acknowledged, &c.

Fines Sur Concessit.

By one Conusor and his Wife to one Conussee, Sur Concessit, for a Term of Years, reserving Rent.

Essex, to wit. Command C. H. and E. his Wife, that justly, &c. they perform to A. R. the Covenant made between them of one Messuage, twenty Acres of Land, and ten Acres of Meadow, with the Appurtenances, in C. And unless, &c.

And the Agreement is such, to wit, That the aforesaid C. H. and E. have granted to the aforesaid A. the aforesaid Tenements, with the Appurtenances, To have and to hold to him the said A. from the Feast of the

the *Annunciation* of the Blessed Virgin *Mary*
 last past until the full End and Term of
 twenty-one Years, from thence next ensuing
 and fully to be compleat; *Yielding* and
 paying therefore yearly to the aforesaid *C.*
 and *E.* and the Heirs of the said *C.* one
 Pepper Corn at the Feast aforesaid, during
 the Term aforesaid, if it be demanded, and
 two fat Capons at the Feast of *Easter* yearly
 during the Term aforesaid. *And the afore-Warranty.*
 said *C.* and *E.* have granted for them-
 selves and the Heirs of the said *C.* that they
 will warrant to the aforesaid *A.* the Te-
 nements aforesaid, with the Appurtenances,
 against them the said *C.* and *E.* and the
 Heirs of the said *C.* during the Term a-
 foresaid. And for this, &c.

Taken and acknowledged, &c.

*From one Conusor to one Conufee, Sur
 Concessit, for a Term of Years, re-
 serving Rent, with a Clause of Di-
 stress.*

Yorkshire, Command *F. T.* that justly,
 to wit. &c. he perform to *J. H.*
 the Covenant made between them of, &c.
 (naming the *Parcels*). And unless, &c.

And the Agreement is such, to wit, That
 the aforesaid *F.* hath granted to the afore-
 said *J.* the aforesaid Tenements, with the
 Appur-

Warranty.

‘ Appurtenances, *To have and to hold* the a-
 ‘ foreſaid Tenements, with the Appurte-
 ‘ nances, to the ſaid J. and his Assigns, from
 ‘ the Feaſt of the Birth of our *Lord Chriſt*
 ‘ laſt paſt, for and until the full End and
 ‘ Term of ſixty-one Years, from thence next
 ‘ enſuing and fully to be compleat and ended;
 ‘ *Yielding* and paying therefore yearly during
 ‘ the Term aforeſaid, to the ſaid F. and his
 ‘ Heirs, thirty Pounds of lawful Money of
 ‘ *Great Britain*, to be paid at the Feaſt of
 ‘ the Nativity of *St. John the Baptiſt*, and at
 ‘ the Birth of our *Lord Chriſt*, by even and
 ‘ equal Portions: *And* if it happens that the
 ‘ ſaid Rent ſhall be in Arrear in Part or in
 ‘ the Whole unpaid after any of the ſaid
 ‘ Feaſts, then it ſhall be lawful for the afore-
 ‘ ſaid F. and his Heirs into the aforeſaid Te-
 ‘ nements, with the Appurtenances, to enter
 ‘ and diſtrain, and the Diſtreſſes there taken
 ‘ to lead, drive and carry away, and to their
 ‘ own Uſe to retain, until they ſhall be fully
 ‘ ſatiſfied and paid the ſaid Rent, and the
 ‘ Arrearages thereof. *And moreover* the a-
 ‘ foreſaid F. hath granted for himſelf and his
 ‘ Heirs, that he will warrant to the aforeſaid
 ‘ J. and his Assigns the aforeſaid Tenements,
 ‘ with the Appurtenances, againſt him the
 ‘ ſaid F. and his Heirs during the whole
 ‘ Term aforeſaid. *And for this, &c.*’

Taken and acknowledged, &c.

Q. Whether this Leaſe will bar the Iſſue in
 Tail. *Vide Plowden* 455. *Brook of Fines*
 116, 118.

A Fine from one Conusor and his Wife to one Conusee, Sur Concessit, being a Lease for ninety-nine Years sans Waste, at a Pepper Corn Rent, of Land, Meadow and Pasture.

Cambridgeshire, ' **C**ommand J. H. and E.
to wit. ' his Wife, that justly,
' &c. they perform to T. C. the Covenant
' made between them of twenty Acres of
' Land, ten Acres of Meadow, and fifteen
' Acres of Pasture, with the Appurtenances,
' in S. And unless, &c.

' *And the Agreement* is such, to wit, That
' the aforesaid J. and E. have granted to the
' foresaid T. the aforesaid Tenements, with
' the Appurtenances, *To have and to hold* the
' aforesaid Tenements, with the Appurte-
' nances, to the aforesaid T. from the Feast
' of the Nativity of *St. John the Baptist* last
' past unto the End of the Term of ninety
' and nine Years from thence next ensuing
' and fully to be compleat and ended, without
' Impeachment of any Waste; *Rendering*
' therefore yearly to the aforesaid J. and E.
' and the Heirs of the said J. one Pepper
' Corn, at the Feast of the Nativity of *St.*
' *John the Baptist*, if demanded. *And the Warranty a-*
' aforesaid J. and E. and the Heirs of the *gainst the*
' said J. will warrant to the aforesaid T. the *Heirs of the*
' aforesaid *Husband.*

Of Fines.

‘ aforesaid Tenements, with the Appurtenances, so as is aforesaid, against the said *Y.* and *E.* and the Heirs of the said *Y.* during the whole Term aforesaid. And for this, &c.’

Taken and acknowledged, &c.

From one Conusor and his Wife to one Conusee, Sur Concessit, for ninety-nine Years, reserving Rent, of Mills, Land, Meadow, Pasture and Tithes, &c.

Bucks, to wit. ‘ **C**ommand *W. W.* and *T.* his Wife, that justly, &c. they perform to *R. C. Gent.* the Covenant made between them of two Mills, one Hundred and sixty Acres of Land, sixty Acres of Meadow, and fifty Acres of Pasture, with the Appurtenances, in *A.* otherwise *A. L.* and of all Tithes of Grain issuing out of the Tenements aforesaid, with the Appurtenances, as also of all the Tithes of Wool and Lambs of and from three Hundred Sheep, to be fed upon the Lands of the Manor of *A.* otherwise *A. L.* And unless, &c.’

‘ *And the Agreement* is such, to wit, That the aforesaid *W.* and *T.* have granted the Tenements, with the Appurtenances and Tithes aforesaid, to the aforesaid *R.* To have and to hold to the said *R.* from the
‘ 25th

25th Day of *March* last past until the End
 and Term of ninety-nine Years from thence
 next ensuing and fully to be compleat and
 ended; *Rendering* therefore yearly to the
 said *W.* and his Heirs twenty Pounds
 of lawful Money of *Great Britain*, at the
 Feasts of *St. Michael* the Archangel and
 the *Annunciation* of the Blessed Virgin *Mary*,
 to be paid by equal Portions yearly during
 the Term aforesaid. *And* the aforesaid *W.* *Warranty.*
 and *T.* and the Heirs of the said *W.* will
 warrant to the aforesaid *R.* the Tenements
 aforesaid, with the Appurtenances and
 Tithes, (so as is before said) against them
 the said *W.* and *T.* and the Heirs of the
 said *W.* and against all others claiming by
 the said *W.* during the Term aforesaid.
 And for this, *Ec.*

Taken and acknowledged, &c.

By one Conusor to one Conusee, Sur Con-
cessit, of an Advowson to present to
the Vacancy only.

Kent, to wit. **C**ommand *A. B.* Esq; that
 justly, *Ec.* he perform to
C. D. Clerk, the Covenant made between
 them of the Advowson of the Church of
E. And unless, *Ec.*

And the Agreement is such, to wit, That
 the aforesaid *A. B.* has granted to the afore- Concessit.
 said

Of Fines.

Warranty.

‘ said C. D. the aforesaid Advowson, *To have*
 ‘ *and to hold* the said Advowson to the afore-
 ‘ said C. D. to present to the said Church,
 ‘ when it shall be next vacant, for one and the
 ‘ next Vacancy only. *And* the aforesaid A. B.
 ‘ and his Heirs will warrant to the aforesaid
 ‘ C. D. the aforesaid Advowson (so as before
 ‘ said) against the said A. B. and his Heirs.
 ‘ And for this, &c.’

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Co-
 nussee, Sur Concessit, for Life of the
 Wife, rendering Rent.*

Hertfordshire, ‘ C Ommend A. B. and C. his
 to wit. ‘ Wife, that justly, &c.
 ‘ they perform to D. E. the Covenant made
 ‘ between them of one Messuage and thirty
 ‘ Acres of Land, with the Appurtenances,
 ‘ in F. And unless, &c.

Concessit.

Render of
Rent.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid A. and C. have granted to the
 ‘ aforesaid D. the aforesaid Tenements, with
 ‘ the Appurtenances, *To have and to hold* to
 ‘ the aforesaid D. from the Feast of St. Mi-
 ‘ chael the Archangel last past during the
 ‘ Life of the said C. *Rendering* therefore
 ‘ yearly to the aforesaid A. and C. thirty
 ‘ Pounds of lawful Money of Great Britain, to
 ‘ be paid at the Feasts of the Nativity of our
 ‘ Lord

‘ Lord Christ, the Annunciation of the Blessed
 ‘ Virgin Mary, the Nativity of St. John the
 ‘ Baptist, and St. Michael the Archangel, by
 ‘ equal Portions yearly during the Life of the
 ‘ said C. And the aforesaid A. and C. will *Warranty.*
 ‘ warrant to the aforesaid D. the aforesaid
 ‘ Tenements, with the Appurtenances, (so as
 ‘ before said) against the aforesaid A. and C.
 ‘ during the Life of the said C. And for
 ‘ this, &c.’

Taken and acknowledged, &c.

By one Conusor to one Conussee, Sur Con-
cessit, for eighty Years, if the Conu-
sor's Wife shall so long live, at a
Pepper Corn Rent.

‘ **A**ND the Agreement is such, to wit,
 ‘ That the aforesaid A. has granted to Concessit.
 ‘ the aforesaid C. and E. the aforesaid Park
 ‘ and Tenements, with the Appurtenances and
 ‘ Tithes, (except as before excepted) To have
 ‘ and to hold to the aforesaid C. and E. from
 ‘ the Feast of St. Michael the Archangel last
 ‘ past until the End of the Term of eighty
 ‘ Years from thence next ensuing and fully to
 ‘ be compleat and ended, if F. G. Wife of the
 ‘ aforesaid A. F. shall so long live; *Rendering Render of*
 ‘ therefore yearly to the said A. and his Heirs *Rent.*
 ‘ one Pepper Corn, at the Feast aforesaid, to
 ‘ be paid at the Feast aforesaid on Demand,
 ‘ during the whole Term aforesaid, if the
 ‘ said

Warranty.

‘ said *E.* shall so long live. *And* the afore-
 ‘ said *A.* and his Heirs will warrant to the
 ‘ aforefaid *C.* and *E.* the aforefaid Park, Te-
 ‘ nements and Tithes, (so as aforefaid) a-
 ‘ gainst the said *A.* and his Heirs during the
 ‘ whole Term aforefaid, if the said *F.* shall
 ‘ so long live. And for this, &c.’

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Co-
 nussee, Sur Concessit, for Life of the
 Wife, reciting the Estate of the Wife
 to be for Life.*

Northamptonshire, ‘ **C**ommand *A. B.* and
 to wit. ‘ *C.* his Wife, that
 ‘ justly, &c. they perform to *D. E.* and *F. G.*
 ‘ the Covenant made between them of
 ‘ (naming the Parcels) with the Appurte-
 ‘ nances, in *H.* And unless, &c.’

Recital.

‘ *And the Agreement* is such, to wit, That
 ‘ whereas the aforefaid *A.* and *C.* have and
 ‘ hold to them for Term of the Life of
 ‘ the said *C.* the aforefaid Manors, Tene-
 ‘ ments and Liberty, with the Appurtenances,
 ‘ the Reversion thereof after the Death of
 ‘ the said *C.* belonging to *J. K.* Esq; and his
 ‘ Heirs, the said *A.* and *C.* have granted to
 ‘ the aforefaid *D.* and *F.* and the Heirs of
 ‘ the said *D.* the aforefaid Manors, Tene-
 ‘ ments and Liberty, with the Appurtenances,
 ‘ and

Concessit.

‘ and all and whatsoever the said *A.* and *C.*
 ‘ have in the aforesaid Manors, Tenements
 ‘ and Liberty, with the Appurtenances, for
 ‘ the Term of the Life of the said *C.* to the
 ‘ aforesaid *D.* and *F.* and the Heirs of the
 ‘ said *D.* during the Life of the said *C.* *And Warranty.*
 ‘ the aforesaid *A.* and *C.* will warrant to the
 ‘ aforesaid *D.* and *F.* and the Heirs of the
 ‘ said *D.* the aforesaid Manors, Tenements
 ‘ and Liberty, with the Appurtenances, (so
 ‘ as before said) against the said *A.* and *C.*
 ‘ during the Life of the said *C.* And for
 ‘ this, &c.’

Taken and acknowledged, &c.

*By one Conusor and his Wife to two Co-
 nusees, Sur Concessit, for a Term of
 Years, rendering Rent, to commence
 after the Deaths of two Men and
 their Wives.*

Lincolnshire, ‘ **C**ommand *A. B.* and *C.* his
 to wit. ‘ Wife, that justly, &c.
 ‘ they perform to *D. E.* and *F. G.* the Co-
 ‘ venant made between them of two Mes-
 ‘ suages, thirty Acres of Land, ten Acres of
 ‘ Meadow, and fifteen Acres of Pasture, with
 ‘ the Appurtenances, in *H.* And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* and *C.* have granted to *Concessit.*
 ‘ the aforesaid *D.* and *F.* the aforesaid Tene-
 O ‘ ments,

*Render of
Rent.*

Warranty.

‘ments, with the Appurtenances, *To have*
‘*and to hold* to the said *D. and F.* for the
‘Term of forty Years after the Deaths of
‘*J. K. and L. his Wife, and M. N. and O.*
‘his Wife, next ensuing and fully to be com-
‘pleat; *Rendering* therefore yearly to the
‘said *A.* and his Heirs twenty Pounds of
‘lawful Money of *Great Britain*, at the
‘Feasts of the Nativity of *St. John the Bap-*
‘*tist, St. Michael* the Archangel, the Birth
‘of our *Lord Christ*, and the *Annunciation* of
‘the Blessed Virgin *Mary*, by equal Por-
‘tions, to be paid yearly during the Term
‘aforesaid. *And* the aforesaid *A. and C. and*
‘the Heirs of the said *A.* will warrant to
‘the aforesaid *D. and F.* the aforesaid Tene-
‘ments, with the Appurtenances, (so as a-
‘foresaid) against all Men during the Term
‘aforesaid. *And for this, &c.*’

Taken and acknowledged, &c.

By one Conusor and his Wife to one Co-
nufee, Sur Concessit, for five Hun-
dred Years sans Waste, at a Pepper
Corn Rent, of Messuages, Land, Pa-
sture, and Common of Pasture.

Leicestershire, ‘*C*ommand *A. B. and C. his*
‘*to wit.* ‘*Wife, that justly, &c.*
‘they perform to *D. E.* the Covenant made
‘between them of two Messuages, twenty
‘Acres of Land, eighteen Acres of Pasture,
‘and

‘ and Common of Pasture for all Cattle, with
‘ the Appurtenances, in *F.* And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid *A.* and *C.* have granted to the *Concessit.*
‘ aforesaid *D.* the aforesaid Tenements and
‘ Common of Pasture, with the Appurte-
‘ nances, *To have and to hold* to the aforesaid
‘ *D.* from the Feast of the Nativity of our
‘ Lord last past until the End of the Term of
‘ five Hundred Years from thence next ensuing
‘ and fully to be compleat, without Impeach-
‘ ment of Waste; *Rendering* therefore yearly *Render of*
‘ to the aforesaid *A.* and *C.* and the Heirs of *Rent.*
‘ the said *A.* one Pepper Corn, at the Feast
‘ of *St. Michael* the Archangel, to be paid
‘ yearly during the said Term, if demanded.
‘ *And* the aforesaid *A.* and *C.* and the Heirs *Warranty.*
‘ of the said *A.* will warrant to the aforesaid
‘ *D.* the aforesaid Tenements and Common
‘ of Pasture, with the Appurtenances, (so
‘ as aforesaid) against the said *A.* and *C.* and
‘ the Heirs of the said *A.* during the Term
‘ aforesaid. And for this, &c.’

Taken and acknowledged, &c.

By four Conufors and their Wifes to four Conufees, Sur Conceffit, for one Thouſand Years, at a Pepper Corn Rent, of a Manor, Meſſuages, Tofts, Cottages, Wind-mills, Barns, Stables, Gardens, Orchards, Land, Paſture, Wood, Furze and Heath, free Warren, free Fiſhery, View of Frankpledge, Rectory, Tithes, Oblations and Obventions.

Yorkſhire, ‘ Command A. B. and C. his to wit. ‘ C Wife, D. E. and F. his ‘ Wife, G. H. and J. his Wife, K. L. and ‘ M. his Wife, that juſtly, &c. they perform to N. O. P. Q. R. S. and T. V. the ‘ Covenant made between them of the Manor ‘ of W. with the Appurtenances, and of thirty ‘ Meſſuages, fifteen Tofts, twenty Cottages, ‘ two Wind-mills, ten Barns, ten Stables, ‘ fifteen Gardens, fifteen Orchards, one Thouſand Acres of Land, three Hundred Acres ‘ of Paſture, one Hundred Acres of Wood, ‘ thirty Acres of Furze and Heath, free ‘ Warren, free Fiſhery, and View of Frankpledge, with the Appurtenances, and alſo ‘ of the Rectory of the Church of J. with ‘ the Appurtenances, and alſo of all and all ‘ Manner of Tithes, Oblations and Obventions whatſoever coming, growing or renewing, in L. R. and O. And unleſs, &c.

‘ And

And the Agreement is such, to wit, That
 the aforesaid A. and C. D. and F. G. and
 J. and K. and M. have granted to the a- ^{Concessit.}
 foresaid N. P. R. and T. the aforesaid
 Manor, Tenements, free Warren, free
 Fishery, View of Frankpledge and Rectory,
 with the Appurtenances, and the Tithes,
 Oblations and Obventions aforesaid; To ^{Habendum.}
 have and to hold to the said N. P. R. and T.
 from the Feast of St. Michael the Archangel
 last past until the End of the Term of one
 Thousand Years from thence next ensuing
 and fully to be compleat; Rendering there- ^{Render of}
 fore yearly to the aforesaid A. and C. D. ^{Rent.}
 and F. G. and J. and K. and M. and their
 Heirs, one Pepper Corn at the Feast afore-
 said, to be paid yearly during the Term
 aforesaid, if demanded. And the aforesaid ^{1. Warranty}
 A. and C. and the Heirs of the said C. will ^{by first Conusor}
 warrant to the aforesaid N. P. R. and T. ^{and his Wife.}
 the aforesaid Manor, Tenements, free War-
 ren, free Fishery, View of Frankpledge
 and Rectory, with the Appurtenances,
 and the Tithes, Oblations and Obventions
 aforesaid, so as aforesaid, against all Men,
 during the Term aforesaid. And the afore- ^{2. Warranty}
 said D. and F. and the Heirs of the said ^{by second Conu-}
 F. will warrant to the aforesaid N. P. R. ^{for and his}
 and T. the aforesaid Manor, Tenements, ^{Wife.}
 free Warren, free Fishery, View of Frank-
 pledge and Rectory, with the Appurte-
 nances, and the Tithes, Oblations and Ob-
 ventions aforesaid, so as aforesaid, against all
 Men, during the Term aforesaid. And the ^{3. Warranty}
 aforesaid G. and J. and K. and M. will ^{by two last}
 warrant ^{Conusors and}
 their Wives
 jointly.

‘ warrant to the aforesaid N. P. R. and T.
 ‘ the aforesaid Manor, Tenements, free
 ‘ Warren, free Fishery, View of Frank-
 ‘ pledge and Rectory, with the Appurte-
 ‘ nances, and the Tithes, Oblations and Ob-
 ‘ ventions aforesaid, so as aforesaid, against all
 ‘ Men, during the Term aforesaid. And
 ‘ for this, &c.’

Taken and acknowledged, &c.

*By one Conusor and his Wife to two
 Conusees, Sur Concessit, for their
 Lives successively, of a Moiety of
 Messuages, Tofts, Gardens and Or-
 chards.*

*Shropshire, ‘ Command A. B. and C. his
 to wit. ‘ C Wife, that justly, &c. they
 ‘ perform to D. E. and F. G. the Covenant
 ‘ made between them of the Moiety of
 ‘ twenty Messuages, eight Tofts, ten Gar-
 ‘ dens, and ten Orchards, with the Appur-
 ‘ tenances, in the Town of Shrewsbury. And
 ‘ unless, &c.*

*Concessit. ‘ And the Agreement is such, to wit, That
 ‘ the aforesaid A. and C. have granted to
 ‘ the aforesaid D. and F. the aforesaid
 Habendum. ‘ Moiety ; To have and to hold to the afore-
 ‘ said D. and F. and to each of them suc-
 ‘ cessively, from the Feast of the Annun-
 ‘ ciation of the Blessed Virgin last past to the
 ‘ full*

' full End and Term of the Lives of the
 ' said *D.* and *F.* and the Life of the longest
 ' Liver of them, without Impeachment of
 ' Waste; *Rendering* therefore yearly by the *Render of*
 ' said *D.* and *F.* and the longest Liver of *Rent.*
 ' them, to the said *A.* and *C.* and the Heirs
 ' of the said *C.* one Pepper Corn, at the
 ' Feast aforesaid, to be paid yearly during
 ' the Lives of the said *D.* and *F.* and the
 ' Life of the longest Liver of them, if de-
 ' manded. *And* the aforesaid *A.* and *C.* and *Warranty.*
 ' the Heirs of the said *C.* will warrant to
 ' the aforesaid *D.* and *F.* the aforesaid Moie-
 ' ty, so as aforesaid, against the said *A.* and
 ' *C.* and the Heirs of the said *C.* during the
 ' Lives of the said *D.* and *F.* and the Life
 ' of the longest Liver of them. And for
 ' this, &c.

Taken and acknowledged, &c.

*Fine Sur Conufance de droit,
with Release.*

*From one Conufor to one Conufee, of a
Rectorſy.*

*Suffex, ' Command A. B. that juſtly, &c.
to wit. ' C he perform to C. D. the Co-
' venant made between them of the Rectorſy
' of E. with the Appurtenances. And un-
' leſs, &c.*

Warranty.

*' And the Agreement is ſuch, to wit, That
' the aforeſaid A. has acknowledged the afore-
' ſaid Rectorſy, with the Appurtenances, to
' be the Right of him the ſaid C. And the
' ſame he hath remiſed and quit-claimed
' from himſelf and his Heirs to the aforeſaid
' C. and his Affigns during the Life of the
' ſaid C. And moreover the ſaid A. has grant-
' ed for himſelf and his Heirs, that he will
' warrant to the aforeſaid C. the aforeſaid
' Rectorſy, with the Appurtenances, againſt
' the ſaid A. and his Heirs, during the Life
' of the ſaid C. And for this, &c.'*

Taken and acknowledged, &c.

Fines Sur Conusance de droit & Concessit.

*From one Conusor and his Wife to one
Conussee, passing a Remainder in Fee.*

Cumberland, ‘ **C**ommand A. B. Gent. and
to wit. ‘ C. his Wife, that justly,
‘ &c. they perform to D. E. Gent. the Co-
‘ venant made between them of one Mes-
‘ suage, two Cottages, eighty Acres of Land,
‘ twenty Acres of Meadow, and thirty Acres
‘ of Pasture, five Acres of Wood and Com-
‘ mon of Pasture, with the Appurtenances,
‘ in F. And unless, &c.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid A. and C. have *acknowledged*
‘ the aforesaid Tenements and Common of
‘ Pasture, with the Appurtenances, to be the
‘ Right of the said D. *And they have granted*
‘ for themselves and the Heirs of the said A.
‘ that the aforesaid Tenements and Common
‘ of Pasture, with the Appurtenances, which
‘ G. B. Widow, holds for the Term of the
‘ Life of the said G. of the Inheritance, upon
‘ the Day on which this Agreement was made,
‘ and which after the Death of the said G.
‘ ought to revert to the said A. and his Heirs
‘ after the Death of the said G. shall intirely
‘ remain

Warranty.

' remain to the said *D.* and his Heirs; To
 ' bold of the Chief Lords of the Fee for
 ' ever, by the Services which belong to the
 ' aforesaid Tenements and Common of Pa-
 ' sture, with the Appurtenances. And the
 ' aforesaid *A.* and *C.* and the Heirs of the
 ' said *A.* will warrant to the aforesaid *D.* and
 ' his Heirs the aforesaid Tenements and
 ' Common of Pasture, with the Appurte-
 ' nances, so as is before said, against the said
 ' *A.* and *C.* and the Heirs of the said *A.* for
 ' ever. And for this, &c.

Taken and acknowledged, &c.

From one Conusor and his Wife, Tenant in Dower, to one Conusee, Tenant in Reversion.

Cornwal, ' **C**ommand *A. B.* and *C.* his
 ' to wit. ' Wife, that justly, &c. they
 ' perform to *D. E.* the Covenant made be-
 ' tween them of one Messuage, and forty
 ' Acres of Land, with the Appurtenances,
 ' in *F.* And unless, &c.

' And the Agreement is such, to wit, That
 ' the said *A.* and *C.* have acknowledged the
 ' aforesaid Tenements, with the Appurte-
 ' nances, to be the Right of the said *D.*
 ' And have granted that the aforesaid Tene-
 ' ments, with the Appurtenances, which the
 ' said *A.* and *C.* upon the Day on which
 ' this

‘ this Agreement is made, hold for the Term
 ‘ of the Life of the said C. by the Endow-
 ‘ ment of G. E. her late Husband, deceased,
 ‘ Father of the said D. E. and which after
 ‘ the Death of the said C. ought to revert to
 ‘ the said D. and his Heirs, shall intirely re-
 ‘ main to the said D. and his Heirs during
 ‘ the Life of the said C. To hold of the
 ‘ Chief Lords of the Fee for ever, by the
 ‘ Services which belong to the aforesaid Te-
 ‘ nements. And the aforesaid A. and C. and Warranty.
 ‘ the Heirs of the said C. will warrant to
 ‘ the said D. the aforesaid Tenements, with
 ‘ the Appurtenances, so as is before said,
 ‘ against the said A. and C. and the Heirs of
 ‘ the said A. during the Life of the said C.
 ‘ And for this, &c.’

Taken and acknowledged, &c.

*From one Conusor, Tenant by the Cur-
 tesy, to one Conussee, the Tenant in
 Reversion.*

Devon, ‘ Command A. B. that justly, &c.
 to wit. ‘ C he perform to C. D. the Co-
 ‘ venant made between them of one Mes-
 ‘ suage, one Hundred Acres of Land, thirty
 ‘ Acres of Meadow, and one Hundred and
 ‘ fifty Acres of Pasture, with the Appurte-
 ‘ nances, in E. And unless, &c.

‘ And

Warranty.

‘ And the Agreement is such, to wit, That
 ‘ the aforesaid *A.* has acknowledged the afore-
 ‘ said Tenements, with the Appurtenances,
 ‘ to be the Right of the said *C.* And has
 ‘ granted that the aforesaid Tenements, with
 ‘ the Appurtenances, which the said *A.* upon
 ‘ the Day on which this Agreement is made,
 ‘ holds by the Curtesy of *England* for the
 ‘ Term of the Life of the said *A.* of the In-
 ‘ heritance of *F.* late Wife of the said *A.*
 ‘ and which after the Death of the said *A.*
 ‘ ought to revert to the said *C.* (as Cousin
 ‘ and Heir of the said *F.*) and his Heirs,
 ‘ shall intirely remain to the said *C.* and his
 ‘ Heirs during the Life of the said *A.* And
 ‘ the said *A.* and his Heirs will warrant to
 ‘ the said *C.* the aforesaid Tenements, with
 ‘ the Appurtenances, so as is before said,
 ‘ against the said *A.* and his Heirs during the
 ‘ Life of the said *A.* And for this, &c.’

Taken and acknowledged, &c.

O F

RECOVERIES.

A Recovery, *recuperatio*, cometh of *Recovery*, the Verb *recuperare*, i. e. *ad rem* ^{what it is.} *per injuriam extortam sive detentam, per sententiam judicis restitui.* And *recuperatio* in the Common Law, is all one with *evictio* in the Civil Law, which is *alicujus rei in causam alterius abductæ per judicem acquisitio.* 1 Inst. 154. a.

A Recovery here treated of, usually called *The Use of it*, a Common Recovery, is a mere *factio juris*, or a certain Form or Course set down by the Law to be observed for the better Assuring of Lands and Tenements, *Sb. Touch.* 37. and is generally used for the barring Estates-tail, and of Remainders and Reversions expectant on Estates-tail.

An Estate in Fee-tail, *feodum talliatum*, *Estates-tail* i. e. *hæreditas in quandam certitudinem limitata*, ^{created.} the Donor limiting what Issue shall inherit by Force of the Gift, and how long the Inheritance shall endure, was created by the
Statute

Of Recoveries.

Statute of *Westm.* 2. c. 1. 13 E. 1. For before that Statute all Estates were Fee-simple absolute or conditional, and then Farmers were sure of their Leases, Creditors of their Debts.

The Inconveniences attending them.

But Time and Experience shewed many and great Inconveniences that attended these fettered Inheritances, for the Land being limited and tied so sure to the Heir that his Father could not put it from him, it made the Son disobedient, negligent and wasteful, often marrying without the Father's Consent, and to grow insolent in Vice, knowing that there could be no Check of disinheriting him. It also made the Owners of Land less fearful to commit Murders, Felonies, Treasons and Manslaughters, for that they knew none of these Acts could deprive the Heir of his Inheritance. It hindred Men that had intailed Lands from making the best of their Lands by Fine and Improvement, for no one upon so incertain an Estate as for Term of Life, would give a Fine of any Value, or lay out any great Stock upon the Land.

Lastly, These Intails did defraud the Crown and many Subjects of their Debts, for the Land was not liable any longer than during the Life of the Tenant in Tail, so that the King could not safely commit any Office of Account to such whose Lands were intailed, nor other Men trust them with Loan of Money.

The great Men of the Kingdom being always fond of this Act, as it tended to preserve their Estates in their Families, there

was

was little Likelihood of ever getting it repealed by the Legislature, though indeed several of the Inconveniences attending it have been remedied by subsequent Statutes; and therefore when Intails fell out to be so inconvenient, Common Recoveries were first invented, for Men made no Conscience to cut off the Intail, if they could find Law for it; and now by Use these Recoveries are become common Assurances against Intails, Remainders and Reversions, and are the greatest Security Purchasers have for their Money; for a Fine will bar the Heir in Tail, and not the Remainder or Reversion, but a Common Recovery will bar them all.

The Nature of a Common Recovery is the *The Nature of* same in many Things with a Real Recovery *a Common Recovery.* on a Title; there must be a Demandant and Tenant, (the same as Plaintiff and Defendant in a Personal Action) and a Vouchee; the Demandant demands the Land against the Tenant as though he had good Right thereto, the Tenant calls upon the Common Vouchee of the Court (upon a Supposition that he bought the Land of the Common Vouchee, who had warranted unto him) the Common Vouchee appears, and takes upon him to defend the Title; then a Day is given by the Court to imparl, on which Day the Common Vouchee does not appear, but makes Default; whereupon the Demandant hath Judgment to recover against the Tenant in Tail, and he over against the Common Vouchee, to recover in Value so much of his Land, when in Truth he hath none. By this Device, grounded

grounded upon the strict Principles of Law, (as my Lord *Bacon* says) the first Tenant loseth the Land, and hath nothing for it; but it is by his own Agreement, for Assurance to him that bought it.

And in like Manner it is if the Recovery be with double or treble Voucher; if with double Voucher, the Tenant calls upon the first Vouchee to Warranty, and he upon the Common Vouchee; if with treble Voucher, the first Vouchee after he is vouched to Warranty by the Tenant calls the second Vouchee to Warranty, and he vouches the Common Vouchee; and in these Cases, after Default made by the Common Vouchee, Judgment is given for the Demandant against the Tenant, for the Tenant against the first Vouchee, for the first Vouchee against the Common Vouchee, unless it be with treble Vouchers, and then against the second Vouchee, for whom Judgment is thereupon given against the Common Vouchee.

Where a Common Recovery shall bar if the Remainder or Reversion be in the King, and where not. Quære, as to this.

These Recoveries bar Intails, and all Remainders and Reversions that should take Place after such Intails; saving that where the King is the Donor of such Estate-tail, and keeps the Reversion to himself, then neither the Heir, nor the Remainder or Reversion, is barred by the Recovery: This was doubtful before the Statute 34 & 35 H. 8. yet the Law makes a Difference at this Day, if the King give Lands in Tail with a Remainder or Reversion in himself, a Fine or Recovery will not bar that Intail; but if a common Person give Lands in Tail, with a Remainder
or

or Reversion in the King, that Intail may be cut off by a Recovery; and so the Difference is when the Gift is from the King, and when from another Person.

The Use of a Common Recovery is, as has been said before, to bar Estates-tail, and Remainders and Reversions expectant on them; they reduce Estates to that Purity and Condition they were in at the Common Law, and in a great Measure avoid the Inconveniences brought in by the Statute *de Donis Conditionalibus*; without these Recoveries Tenant in Tail can make no Jointure for a Wife, Provision for Children, or Payment of his Debts.

The Reason why the Issue in Tail is barred by a Common Recovery is the intended Recompence, and this Recompence is regarded in Law, though in Reality there is none, yet the Law supposes a Recompence, and for this Reason the Issue is never barred without a Recompence, or a Possibility of one; therefore if Tenant in Tail makes a Feoffment in Fee, and a *Præcipe* is brought against the Feoffee, who vouches the Tenant in Tail, and he vouches the Common Vouchee, this bars the Estate-tail, because Tenant in Tail coming in as Vouchee, he shall be in the Degree of Tenant in Tail, and the Recompence in Value he has, or by Possibility may have, goes to the Estate-tail, and when he comes in as Vouchee, he comes in of all Estates he ever had. But if in this Case the Feoffee had re-ensfeoffed Tenant in Tail, and the *Præcipe* had been brought against Tenant in Tail,

The Reason why the Issue in Tail is barred.

Pigott 22.

Of Recoveries.

and he had vouched the Common Vouchee, there the Tenant in Tail not being seised of the Estate-tail, but of another Estate, the Issue is not barred, because the Recovery in Value goes according to the Estate whereof he was seised and in Possession at the Time of the Recovery, and not in Recompence of the Estate he had not.

But the Recovery in Value is not the only Reason of the Bar, for then Rents or Powers could not be barred by a Recovery, because no Recompence for such Things; but there is also another Cause, *viz.* That Tenant in Tail by Recovery may convey away the Land as if he were seised in Fee, for that is an Incident to his Estate, which is not taken away by the Statute *de Donis*; for before that Statute, all Estates-tail were conditional Fees, and the Condition was performed *post prolem suscitata*, nor could any Remainder be limited over upon those Estates; but the Statute changed these conditional Fees into particular Estates, yet has not debarred the Tenant in Tail of this Privilege to convey away the Land by Recovery; and the Recoveror comes in, in Continuance of the Estate-tail, which is above the Remainders, and all Charges and Estates of those in the Remainder, and is as it were perpetuated for ever. And by others it has been said, that the true Reason why a Recovery bars the Remainder in Tail, was not the Recompence or Recovery in Value, but because he that had a base Fee could not falsify.

Where

Where a Recovery works a Forfeiture, the Execution of it neither bars the Right nor Entry of him in Remainder or Reversion, but he may enter after Execution as well as after Judgment. Also where *A.* Tenant for Life, bargains and sells to *B.* in Fee; and by Assent a Recovery is had, wherein *B.* vouches *A.* and he the Common Vouchee; this is within the 32 *H. 8. c. 31.* and a Forfeiture for being by Assent is as a common Assurance, and in Disherison of the Reversion. A Recovery by Assent without Title devests not Reversion or Remainder out of the King. *Pelham's Case, 1 R. 14. b.*

A Recovery by Tenant in Tail bars not only the Reversion and Remainder, but all Charges, &c. by them in Reversion or Remainder. *Capel's Case, 1 R. 61. 3 Cro. 792.*

E. S. has Issue two Sons, the Elder died in the Life of *E.* leaving Issue a Daughter, his Wife ensient with a Son, *E.* being seised in Tail, *scilicet*, to him and his Wife and the Heirs of their two Bodies, Remainder to him in Fee; the Feme dying, he covenants to suffer a Common Recovery to the Use of himself for Life, Remainder to *A.* for twenty-four Years, Remainder to the Heirs Male of his Body and the Heirs Male of the Body of such Heirs Male; the Recovery is suffered the first Day of the Term, and *E.* died the same Day, Execution is sued out, then the Wife of the Eldest Son is delivered of a Son named *H.*

Of Recoveries.

Objection, That *H.* could not enter upon his Uncle, the Younger Son of *E.* because the Recovery was not compleat till Execution, for Voucher shall not have Execution against Vouchee for the Recompence till Execution against himself, and it is a Bar only in Regard of the Recompence, and Execution cannot be sued against the Heir; however, before it was sued the Uncle entered, and was then seised of an Estate-tail paramount the Recovery, and so not bound by it; or if he were, yet he took by Purchase, and then it first vesting in him, the Son born after should not devest the Estate.

Resolved 1. Execution may be sued against the Heir in Tail, because the Right of the Estate-tail was bound by the Judgment against the Tenant in Tail, and the Judgment over to have in Value, in Favour of Common Recoveries, which are the Common Assurances of the Land.

2. Though a Lease for Years in Being, yet the Recoverors are not presently in by the Judgment.

3. The Uncle was in in Nature and Course of a Descent, though he could not have his Age, nor be in Ward: 1. Because the original Act, *viz.* the Recovery out of which all the Uses had their Essence, was had in the Life of *E. S.* to which the Execution after had a Retrospect. 2. Because the Use and Possession might have vested in *E. S.* if Execution had been sued in his Life. 3. The Recoverors by their Entry, nor the Sheriff by doing of Execution, can make whom they please to inherit.

4. The

4. The Uncle claims by the Recovery and Indentures by Words of Limitation, not of Purchase. 1 R. 93, 106. a. b.

Covenant to suffer a Recovery within a Year, and that it shall be to such Uses, if the Execution of it, or the Recovery itself, be not had till after the Year; yet if no new Agreement intervene, it shall be taken to be to the first Uses, for Variance in Time in that Case shall not subvert the original Agreement. 1 Rep. 99. b.

Gift to *Lionel Norris* and *Anne Miller*, and the Heirs of the Body of *Lionel*, Remainder to *Henry Norris* in Tail; *Lionel* in the Life of *Anne* suffers a Common Recovery, *Henry* is attainted of Treason, and all his Lands, Rights and Hereditaments, given to the Queen, and *Lionel* dies *sans* Issue.

Resolved, That by this Recovery the Jointure is severed, and a Moiety passes, and though the Writ be of the Whole, yet that is but in Abatement, and no Advantage being taken, but the Writ admitted good, it bars the Estate-tail and Remainder as to a Moiety, but not for the other Moiety, because as to that he was no Tenant to the *Præcipe*, for *Anne* was Tenant of it; nor does it bar the Estate-tail expectant upon her Life, but as to that Moiety, the Recovery has its Operation against himself by Estoppel and Conclusion, but binds not the Issue in Tail, who claims *per formam doni*.

No Right in *Henry* to the Moiety, for by the Recovery whilst it remains in Force, the Remainder is barred in Respect of the in-

tended Recompence; *ideo* if Tenant in Tail suffer an erroneous Recovery, and after disseise the Recoveree, and die, the Issue is not remitted, because whilst the Recovery remains in Force the Estate-tail is barred.

As at Common Law he in Reversion or Remainder upon an Estate for Life might have a Writ of Error upon Judgment against Tenant for Life, though not made Party by Aid prier, &c. So the Statute *de donis*, which creates Remainders upon Estates-tail, (which could not be at the Common Law, because all Estates-tail were but conditional Fees) creates also all Incidents and Privileges of Remainders at the Common Law; but where he in Remainder or Reverter is not Party, he cannot bring Error till the particular Estate is determined; but if he be Party, he may bring it presently.

But by the Statute of 9 R. 2. c. 3. if Tenant for Life in Dower, by the Curtesy, after Possibility, lose in a *Præcipe*, he in Reversion may have Error or Attaint after the Death or in the Life of the Tenant, and then Possession and mesne Profits restored to Tenant for Life; but if Covin in him, the Reversion shall then go to the Person pursuing the Possession: This Statute extends to Remainders, though Reversions only named, but not to Reversion or Remainder upon an Estate-tail, because it is an Estate of Inheritance, &c.

Owen levies a Fine to *A.* who grants and renders to *Owen* and *Lettice* his Wife and the Heirs of the Body of *Owen*, then *Owen* suffers a Recovery wherein he vouches the Common

mon Vouchee; adjudged, that *Lettice* took by the Fine, for though she be no Party to the Writ or Conufance, yet her Estate is not void but voidable. 2. The Recovery binds not the Remainder, because no Moieties between Baron and Feme, and the Baron has not Power to dispose of any Part of it, or to sever the Jointure; nor is he during her Life seised by Virtue of the Intail, nor can he execute it for any Part by any Act he can do, and the *Præcipe* being against him alone, the Recompence cannot for any Part enure to the Estate-tail or Remainder; and so this is no more than if the Baron had been Tenant in Tail in Remainder expectant upon an Estate for Life, in which Case the Recovery binds not the Issue, because no Tenant to the *Præcipe*; nor is he seised of the Estate-tail, yet as to him it takes Effect by Estoppel and Conclusion, but the Issue may say the Father was not Tenant *tempore brevis*.

Tenant in Tail discontinues and takes back an Estate-tail, and then a Writ of Right is brought against him, and he vouches the Common Vouchee; the Issue to the first Intail not barred, because the Ancestor was not seised by Force of the Intail, and so the Recompence cannot enure to it.

So if an Estate to Baron and Feme and the Heirs of their two Bodies, a Recovery against the Baron alone binds not the Estate-tail; and though in *Owen's Case* the Baron survived, yet the Law adjudges upon the Case as it was at the Time of the Recovery. 3 R. 2. 3, 4, 5.

*Vouchee in
Privy of all
Estates.*

Estate to Baron and Feme and the Heirs of the Body of the Baron, with Remainders over in Tail; the Baron levies a Fine to *A.* and *B.* against whom a Writ of Entry is brought, and they vouch the Baron, and he the Common Vouchee; *Resolved*, this Recovery bars the Remainders though the Feme not vouched, for here are good Tenants to the *Præcipe*, and the Baron coming in as Vouchee comes in, in Privy of the Estate-tail, and the Recompence goes to it and to the Remainders.

So if *A.* Tenant in Tail, Remainder to *B.* in Tail, Remainder to *C.* in Tail, Remainder to *D.* in Fee; *A.* makes a Feoffment in Fee, Feoffee suffers a Common Recovery, in which *B.* is vouched, and he vouches the Common Vouchee, *A.* is not bound, but *B.* and all in Remainder over are bound; for though by the Feoffment all the Remainders were discontinued, and the Estates to *B.* *C.* and *D.* turned to Rights, they cannot be remitted till the Estate-tail be recontinued; yet this being a Common Assurance, he that comes in as Vouchee shall in Judgment of Law be in in Privy of all the Estates he ever had, though the precedent Estate upon which the Estate of the Vouchee depends, be discontinued.

Ideo though the Feme's Estate not recontinued, the Baron being Vouchee, is judged in as of his Estate-tail; and the Case is the stronger, because the Feme's Estate being turned to a Right, he comes in as sole Tenant
in

in Tail ; but if the Estate had been to Baron and Feme and the Heirs of their two Bodies, the Recovery would neither have barred the Intail or Remainders. *Pigott* 67, 68.

A. Tenant, to him and the Heirs Male of his Body on the Body of his Wife, discontinues and takes back an Estate to him and the Heirs Female of his Body by a second Wife, and discontinues again and retakes an Estate to him and the Heirs Female of his Body, and then discontinues to *B.* against whom a Writ of Entry is brought, and he vouches *A.* who vouches the Common Vouchee, &c. and dies, and his three Issues bring several *Formedons* in *Descender*, they shall all be barred ; for in Judgment of Law, when he comes in as Vouchee and enters generally into Warranty, he comes in of all the several Estates which shall be barred in Respect of one Recompence. Hob. 255.

Tenant for Life, and Remainder-Man in Tail, suffer a Common Recovery as Tenants to the *Præcipe*, and both vouch the Common Vouchee ; this binds not the Estate-tail, because he in Remainder in Tail is not Tenant to the *Præcipe*, but the Tenant for Life only ; and in Truth the Land is recovered against Tenant for Life solely, and the Recompence cannot vest in him in Remainder solely, because in Truth the Land is recovered against Tenant for Life, and he in Remainder was never actually seised by Force of the Intail. 3 R. 5. 3 Cro. 670. *in* 233

Of

*Of the Parties to a Recovery.**Parties to a Recovery.**Demandant.**Tenant.**Vouchee.*

THE Parties are the Demandant, the Tenant, and the Vouchee or Vouchees.

The Demandant is he who brings the Writ of Entry, and may be termed the Recoveror.

The Tenant is he against whom the Writ is brought, and may be termed the Recoveree.

The Vouchee is he whom the Tenant voucheth or calls to Warranty for the Land.

And such Persons (says Mr. *West*) may be Demandants, Tenants and Vouchees, in Recoveries, as may be Conufors and Conusees in Writs of Covenant.

Reversioner in Fee by Deed inrolled sells to *A.* and his Heirs, to the Intent *B.* may recover against him, and the Recovery be to the Use of the Reversioner for Life, the Remainder to his Sons in Tail, with other Remainders. *Resolved*, 1. The Limitation of Uses by the Deed inrolled is good. 2. The Recovery good against the Reversioner and his Heirs, though a Stranger Tenant of the Freehold. *Webb and Nett*, 3 *Cro.* 21, 9.

Tenant in Fee suffers a Recovery, it binds no collateral Interest or Title, as Condition, Covenant, Possibility, &c.

A Recovery doth not bar an Executory Devise.

Brown devises to *Thomas* his second Son and his Heirs for ever, paying 20 *l.* to *Richard* the Youngest Son, at twenty-one; and if *Thomas* dies without Issue, living *William* the Eldest Son, then *William* to have it to him and

and his Heirs, paying as *Thomas* was to pay. *Thomas* enters and suffers a Recovery with single Voucher. *Resolved*, 1. *Thomas* has a Fee. 2. The Limitation to *William* is good by way of Contingency and Executory Devise, and not by way of Remainder. 3. The Recovery bars not *William*, for he has but a Possibility, which the Recompence goes not to, unless he was made Party by way of Vouchee, for then by entering into Warranty he gives his Possibility. *Pell and Brown*, 2 *Cro.* 590.

Alien Tenant in Tail, Remainder to C. in Fee; Alien suffers a Common Recovery, then Office is found, the Alien dies without Issue, yet the Remainder to C. is barred. *Noy* 137.

Cestuy que Trust Tenant in Tail, with Remainders over, being in Possession under the Trustees who have the legal Estate, may suffer a Recovery, and though there be no good Tenant to the *Præcipe*, yet this Recovery will bar the Estate-tail, Remainder and Reversion; for a Trust being a *Creature of Equity*, any legal Conveyance or Assurance by *Cestuy que Trust* shall have the same Effect and Operation on the Trust, as it should have had on the legal Estate if the Trustees had joined, for otherwise Trustees by refusing to join may hinder the Tenant in Tail of the Liberty to dispose of his Estate, &c. *Pigott* 104.

By the Common Law Infants are disabled to suffer Common Recoveries; in all Suits against an Infant, if he appear by Attorney it is Error; *First*, Because it is presumed he

Cestuy que Trust Tenant in Tail may suffer a Common Recovery.

Infants suffering Recoveries.

has

Of Recoveries.

has not Discretion to make one, and the Law will not put it in his Power to hurt himself. *Secondly*, If he be deceived, he has no Body against whom he may have Remedy; and therefore if in a Common Recovery an Infant is Tenant or Vouchee, and appears and pleads, or vouches, either in Person or by Attorney, it is erroneous. *Pigott* 63. But an Infant has been admitted to suffer a Common Recovery by his Guardian, by Privy Seal directed to the Judges of the Common Pleas, on weighty Reasons; as was done in *Blount's Case*, *Hob.* 196. * And a Writ of Error was afterwards brought to reverse this very Recovery, 3 *Cro.* 224. And the Error assigned was, *That Judgment was given by Default, he being an Infant.* But it was adjudged that this was no Error, for the Judgment was not given upon Default

* Where on the Petition of the Infant, his Friends, Kindred and Trustees, a Privy Seal was granted by the King, directed to the Judges of the Common Pleas, declaring his Majesty's Liking, that the Infant might be admitted to suffer a Recovery of the Manor of *Wansted*, for Payment of Debts, &c. *N.* 141. 1 *Cro.* 307. 10 *R.* 43.

It is there said, that many Motions of that Kind had been denied, as held inconvenient, but Conveniency was discerned by Circumstances, and therefore the Infant, who was of the Age of eighteen Years, being solely and secretly examined, and his Trustees, the Earl of *Southampton* and others, being called in open Court, and declaring it to be for the good of the Infant, the Recovery was past at Bar; the Earl of *Southampton* and the other Trustees being admitted Guardians.

Moved to pass a Recovery wherein an Infant was vouched. *Sed Negat' per Cur'*, *N.* 140.

Default of the Infant, but upon Departure of the Vouchee in despite of the Court; and the Court is trusted, and will not admit a Guardian but such a one as shall be able to Answer to the Infant for his Loss, if he have any: And it is intended to be for his Advantage; *And Common Recoveries are Common Assurances of the Realm, and ought not to be shaken.* And it appeared by many Precedents such Recoveries had been suffered from Time to Time, and it would be inconvenient to avoid so many Recoveries, and it stands with Law that such Recoveries may be; and therefore Judgment was affirmed, notwithstanding *Mary Portington's Case, Co. lib. 10. fo. 44.* to the contrary.

But if such Recovery be with double Voucher, the Tenant to the *Præcipe* must be made by Fine or Feoffment; for all Deeds made by an Infant, except a Feoffment, are voidable.

But suffering Recoveries by Privy Seal is now seldom used, Bills being often passed in Parliament to enable Infants to make Settlements, &c.

Error by Baron and Feme to reverse a Common Recovery, wherein the Feme being an Infant did appear in Person with her former Husband, and not by Guardian; and reversed for this Cause. *Hopton and Johns, 3 Cro. 323.* It might perhaps be good where by Title, but this is by Default, and for a Common Assurance, which an Infant cannot make. *Ibid.*

Coverture

By Feme Co-
vert.

Coverture is not so much favoured in Law as Infancy, and therefore a Recovery by Husband and Wife is good; but formerly there used to be a Writ to examine the Wife of her free Consent, but now it is omitted, though still done in the Case of a Fine.

Recovery by
Baron and
Feme where
the Wife had
nothing.

A Common Recovery suffered by Husband and Wife bars the Wife of her Dower.

Tenant in Tail and his Wife (who had nothing in the Land) suffer a Common Recovery; the Estate-tail is barred by the Recovery notwithstanding the Wife survived, for the Wife was named only to be barred of her Dower, and forasmuch as she had not any Estate, nor no Loss, she shall not recover any Estate, nor any Recompence; and besides, the Estate recovered was an Estate-tail, as the Estate lost was, to which the Wife was a Stranger; and if she should have Recompence in Value, the Issue in Tail might enter and oust her, because the Loss is his and not the Wife's, and he shall not be estopped by the Conclusion of his Ancestors by joining his Wife in the Voucher. *Eare against Snow, Plowd. 514, 515.*

Baron and Feme suffer a Recovery; it bars the Feme of her Dower, yet she recovers nothing in Recompence, but common Usage and Consent of Parties make it a Bar. *Plow. 514. 2 R. 74. 10 R. 43.*

Husband

Husband and Wife Jointenants for Life, the Remainder to the Husband in Tail; the Husband levies a Fine, and a *Præcipe* is brought against the Conusees, who vouch the Husband, who vouched over the Common Vouchee, and Judgment and Seisin had accordingly, the Wife then living; and it was resolved, that this Recovery would bind the Remainder although the Wife joins not, for here was a lawful Tenant to the *Præcipe*, the Husband coming in as Vouchee, he comes in in Privy of the Estate-tail, and not of any other Estate, and the Recompence goes to the Issue in Tail. *Cuppeldike's Case, Co. l. 3. fo. 5. — S. P. Pigott 67.*

Woman Tenant for Life, and he in Remainder in Tail being her Husband, levy a Fine *Come ceo, &c.* and the Conusee by the same Fine renders to the Wife for Life, Remainder to the Husband in Fee, and then a Common Recovery is had against the Husband and Wife to the Uses contained in the Fine: This bars not the Estate-tail, for the Fine made no Discontinuance. *Breedon's Case, Co. l. 1. fo. 76.* And by the Render they were in of a new Estate, and the Recompence shall go as to that, and not to the antient Estate; but *contra* if it had been by way of Voucher, and the Husband and Wife had come in as Vouchees. *Owen 129, 130.*

Husband

Husband Tenant for Life, Remainder to the Wife in Tail, Remainder to their Heirs; Recovery by them with single Voucher bars not the Intail.

Husband conveys to the Use of himself for Life, Remainder to the Wife in Tail, Remainder to the Heirs of him and his Wife, and after they suffer a Common Recovery with single Voucher; this bars not the Intail, for the Wife had no Freehold at the Time of the Recovery, but only a Remainder, and the Husband was not seised of the Estate-tail. *Dyer 252. pl. 97.*

Devise to *A.* for Life, Remainder to *B.* in Tail, Remainder to *C.* in Fee; *A.* and *B.* intermarry, and levy a Fine to a Stranger, who renders it to the Feme for Life, Remainder to *B.* in Fee, and after *A.* and *B.* suffer a Common Recovery with single Voucher to the Use of *B.* in Fee. *Resolved*, the Fine makes no Discontinuance, but passes what they lawfully may, and none can discontinue but he that is actually seised of the Tail. 2. The Recovery is neither a Bar nor a Discontinuance of the Remainder; it is not a Bar, because he who suffered it was not seised of the same Estate-tail, but of a new Fee given by the Fine, and the Recompence goes to that, and the Recovery by Consent, which is but *quasi* a Conveyance, shall not take away an Entry as one upon Title shall. *Peck and Channell, 3 Cro. 827, 828.*

Recovery by Baron and Feme, Tenants in special Tail, coming in as Vouches, good.

If Baron and Feme, Tenants in special Tail, viz. to them and the Heirs of their two Bodies, join in making a Tenant to the *Præcipe*, against whom a Writ of Entry is brought, and they come in as Vouches; this is a good Common Recovery, and will bar the Estate-tail and all Remainders.

By

By the Stat. 11 H. 7. c. 20. If any Wo-
 man who shall have an Estate in Dower, or
 for Term of Life, or in Tail, jointly with
 her Husband, or only to herself, or to her
 Use, in any Manors, Lands, Tenements or
 other Hereditaments, of the *Inheritance* or
Purchase of her Husband, or *given* to the said
 Husband and Wife in Tail, or for Term of
 Life, by any of the Ancestors of the Hus-
 band, or by any other Person seised to the
 Use of the Husband, or of his Ancestors,
 and shall, being Sole, or with any after-taken
 Husband, discontinue, alien, release and con-
 firm with Warranty, or suffer any Recovery
 of the same against them, or any of them,
 or any other seised to their Use, or to the
 Use of either of them, after the Form afore-
 said, that such Recovery, &c. shall be void
 and of none Effect, and the Person or Per-
 sons to whom the Manors, Lands &c. ought
 to belong after the Decease of such Woman,
 to enter and possess, &c. But not to extend
 to Recoveries to be had with the Heirs next
 inheritable to such Woman, nor where he or
 they, that next after the Death of such Wo-
 man should have the Estate of Inheritance in
 the same Manors, Lands, &c. be assenting
 or agreeing to such Recoveries, where the
 said Assent and Agreement be of Record, or
 inrolled.

*Recovery by a
 Woman of the
 Inheritance,
 &c. of her
 Husband void.*

B. seised in Fee levied a Fine to the Use
 of himself for Life, and after to the Use of
 his Wife and the Heirs Male of her Body by
 him begotten, for her Jointure, and had Issue
 Male; and after he and his Wife levied a
 Fine,

*A Case not
 within the
 Letter, yet
 within the
 Mischief of the
 Stat. 11 H. 7.*

Q

Fine, and suffered a Common Recovery, and the Husband and Wife died, and the Issue Male entred by Force of this Statute; and it was held, that the Entry was lawful; and yet this Case is out of the Letter of the Statute, for she neither levied the Fine, &c. being Sole, or with any after-taken Husband, but with the Husband who made the Jointure, but being within the Mischief, is within the Remedy of this Statute. 1 *Inst.* 365. b.

A Case may be within the Letter, and yet not within the Mischief of the Statute.

A Case may be within the Letter of this Act, and not within the Meaning of it; as Baron and Feme levy a Fine of the Wife's Land, and the Conusee renders to them in special Tail, the Husband dies, and the Wife with a second Husband suffers a Common Recovery; this is out of the Mischief of the Statute, because the Land came originally from the Wife. See the Case of *Eiston* and *Studel*, *Plow.* 463.—and *Copland* against *Pyat*, *Cro. Car.* 177.

In *Formedon* in *Descender* the Tenant pleads a Recovery by the Issue in Tail in the Life of his Mother; the Jointress alledging him to be then Tenant of the Freehold, and that the Recoveror enfeoffed *Lister* and others to Uses, to whom the Mother released with Warranty; adjudged, that it cannot be intended he came to the Possession by Surrender or Forfeiture, but rather by Disseisin, or Feoffment of Disseisor, and then he being in of another Estate, the Recovery being but with single Voucher, binds it not. 2. That the Release and Warranty of the Feme works a Bar,

Bar, and is not within the Statute of 11 H. 7. because it is but to perfect and corroborate the Son's Conveyance, who was the Issue in Tail, and they both together had Power to dock the Estate-tail, and all Remainders.

3. If it were in the Statute, yet it is voidable only by Entry, and the Heir in whose Time the Forfeiture happened had before disabled himself to enter, and then his Issue shall not take Advantage of it. *Lincoln College, 3 R.*

59.

The King cannot suffer a Common Recovery, for he must be Tenant or Vouchee, *The King cannot suffer a Recovery.* and the Demandant must count against him, and Judgment must be given against him, which the Law will not permit.

A Writ of Entry was brought against J. S. of the Manor of D. to have a Common Recovery, who prayed in Aid of the King, by Reason of a Warranty in the King, whereby he warranted the Land; this Aid prier was instead of Voucher. The Court would not suffer the Recovery to pass, for the King shall never render in Value upon Voucher, but in such Case they ought to sue to the King by Petition to have in Value, and not by way of Voucher. *3 Cro. 68. 1 Cro. 96.* *Cannot be vouched or prayed in Aid.*

By the Statute 34 & 35 H. 8. c. 20. No feigned Recovery by Assent of Parties against any Tenant in Tail of any Lands given by the Crown, whereof the Reversion or Remainder at the Time of such Recovery had, shall be in the King, shall bind the Heirs in Tail, whether any Voucher be had in such

Recovery bars not Intail of the Gift of the Crown.

Recovery or not; but after the Death of such Tenant in Tail, the Heirs in Tail may enter and enjoy the Lands, according to the Form of the Gift; the Recovery, or any other Thing done or suffered by or against such Tenant in Tail notwithstanding. *Vide* 1 *Inst.* 372. b.

Reversion in Fee in the King expectant upon an Estate-tail, the King grants the Reversion in Tail to *A.* *Per Coke*, Chief Justice, Though the Statute 34 *H.* 8. c. 20. doth not save this Reversion in *A.* by express Words, yet it does by a Consequence, for it preserves the first Estate-tail, and where that is not barred, no Remainder is barred. 8 *R.* 77.

Recovery against Tenant for Life void.

By the Statute 14 *Eliz.* c. 8. Recoveries against Tenant by the Curtesy, Tenant in Tail after Possibility of Issue extinct, or otherwise, for Term of Life, or Estate determinable upon Life, or with Voucher over against any such particular Tenant, shall be void against him in Reversion or Remainder. But this Act shall not be prejudicial to any Person who shall by good Title recover Lands by Reason of a former Right; and Recoveries of Lands by Assent of him in Reversion or Remainder, (so as such Assent appear of Record) shall be of like Force against such Person so assenting as before this Act.

Recovery against Tenant for Life who vouches Tenant in Tail, bars Remainder or Reversion in Fee.

If there be Tenant for Life, Remainder in Tail, and the Reversion or Remainder in Fee, and a *Præcipe* is brought against the Tenant for Life, and he vouch the Tenant in Tail, who vouches over the Common Vouchee; this will bar the Reversion or Remainder

mainder in Fee, although he in Reversion or Remainder never assented to the Recovery, because it was not the Intent of this Act to extend to such a Recovery in which a Tenant in Tail was vouched; for he hath Power by Common Recovery, if he were in Possession, to cut off all Reversions and Remainders; and so if Tenant for Life had surrendered to him in Remainder in Tail, he might have barred the Remainders and Reversions expectant upon his Estate. *1 Inst. 362. a. 3 Cro. 562. see 2 L. Raym. 753 Post 233.*

Tenant in Tail bargains and sells to *A.* by Deed indented and inrolled, against whom a Writ of Entry is brought, and he vouches Tenant in Tail; this docks all Remainders, and yet *A.* had but an Estate determinable upon the Life of Tenant in Tail: The particular Estate and Estate in Remainder are but as one Estate, and one Warranty may extend to both, and so the Recompence in Value may enure to both Estates; and therefore it was anciently held, that a Recovery against Tenant for Life with Voucher upon true Warranty, and Recovery in Value, bound the Remainder; but now that they are become Common Assurances; Recovery suffered by Tenant for Life is a Forfeiture. *Jenings, 10 R. 45.*

The Writ of Entry must be brought against one that is actually seised of the Freehold by Right or Wrong, or else the Recovery is void; for if the Tenant be not seised of the Freehold, he cannot render the Land, as the Writ commands. *Tenant to the Precipe.*

Of Recoveries.

Melton and his Wife, Tenants in special Tail, Remainder to *Susan Andrews*, Remainder to the Feme in Fee; *Mense Mich. 44 Eliz.* *Melton* levies a Fine to the Use of him and the Feme in special Tail, Remainder to himself in Tail, Remainder to him and *B.* in Fee; 14 *November 44 Eliz.* the Feme dies without Issue; 1 *February 45 Eliz.* the Baron bargains and sells to *A.* (but no Inrolment found) and 23 *January 45 Eliz.* a Writ of Entry is sued against *A. tunc* Tenant of the Freehold, ret' *Cro. Pur'*: *Melton* is vouched, and a Recovery had and declared to the Use of himself in Fee, *Melton* dies, and *Andrew* enters.

Three Judges: Though no Inrolment be found, yet *A.* is found to be *tunc tenens*, which may be intended by Disseisin, the Recovery was well enough found; but they held also, that the Baron being remitted together with the Feme, was after her Death but Tenant *apres* Possibility, and so the Recovery void by Statute 14 *Eliz.*

Hobart: There is no good Tenant to the *Præcipe*, and so the Recovery is ill; for though it is sufficient if he be Tenant at any Time before the Return of the Writ, yet here it is found that the Writ was brought on the 23d of *January*, ret' *Cro. Pur'* 3 *February*, and that *Melton* was possessed till the 1st of *February*, when he made the Deed to *A.* so that the Finding him Tenant when the Writ was purchased, is false.

If there had been a good Tenant to the *Præcipe* the Recovery had been good, because

cause the Remitter was but during the Feme's Life, and the Baron surviving, the second Estate-tail is revived, for the first Estate-tail was barred by his Fine, and he being in of the second Intail, is not within the 32 H. 8. or 14 Eliz. And he coming in as Vouchee, comes in as of all his Titles in Tail, and binds all Remainders upon any of the Estates which he had at any Time. *Duncombe and Wingfield, Hob. 254.*

A. Tenant for Life, Remainder to B. in Tail; if a *Præcipe* be brought against B. and he happens to have the Surrender of A. at any Time before the Recovery, the *Præcipe* is now made good; for though the Recovery to many Intents relates to the first Day of the Term, yet a Fiction shall never destroy a lawful Estate or Thing. *Noy 126.*

It has been held, that if the Tenant against whom the Writ is brought be not Tenant of the Freehold at the Teste of the Writ, yet if he be Tenant before the Return of the Writ, or even before Judgment, it is sufficient if the Tenant comes to the Land by his own Act; but if he comes to it by Act of Law, he may abate the Writ by pleading Non-Tenure. But by the Statute 14 Geo. 2. it is enacted, That

A Tenant before Judgment sufficient.

233

Every Recovery suffered, or to be suffered, shall be deemed good and valid to all Intents and Purposes, notwithstanding the Fine or Deed making the Tenant to the Writ of Entry should be levied or executed after the Time of the Judgment given in such Recovery, and the Award of the Writ of Seisin, and Award of

Where Recovery good tho' Fine or Deed to make the Tenant is levied or executed after Judgment in the Recovery and Award of pro-Seisin.

Of Recoveries.

provided that the same appeared to be levied or executed before the End of the Term in which such Recovery was suffered, and the Persons joining in such Recovery had a sufficient Estate and Power to suffer the same, But not to make valid any Recovery already made void, or to be avoided before 16 January 1740.

The supposed Recompence being the Reason of barring the Estate-tail of the Vouchee, if Tenant to the *Præcipe* have nothing in the Land, the Demandant cannot have Execution against him, and consequently he can have no Recovery over in Value to bind him, and so the Recovery is no Bar.

*Who may aver
against Tenant.*

Though all Parties and Privies are estopped by the Record to say there was no Tenant to the *Præcipe*, yet the Issue in Tail who claims *per formam doni*, is not estopped to aver there was no Tenant.

If one who has nothing in the Land be made Tenant to the *Præcipe* with him that is seised of the Land, the Recovery will be good, for the Recompence in Value goes to him who lost the Estate.

Tenant for Life and he in Remainder suffer a Common Recovery, in which they vouch the Common Vouchee; it was holden in this Case, that it did not bar the Intail, for that he in the Remainder in Tail is not Tenant to the *Præcipe*, but the Tenant for Life, and the Recompence cannot vest in him in Remainder only, nor was he seised by Force of the Tail, and therefore not bound by the

the Recovery. *Cro. Eliz. Leech and Cole's Case. see Ray 753. 4. Salh 571.*

Tenant for Life, the Remainder in Tail, the Remainder in Fee; a Recovery was had against Tenant for Life, who vouched him in the Remainder in Tail, who vouched over the Common Vouchee; and it was adjudged it should bar him in Remainder. *Cro. Eliz. Wiseman and Crow's Case. See Co. l. 10. f.*

Jennings's Case. Et vide antea, Plowd. 217. 29.
514. *Cuppledike's Case, Co. l. 3. fo. 5. Ow.*
129. *Dyer 252. & 1 Inst. 362. a.*

A Tenant to the *Præcipe* may be made by Fine, Feoffment, Lease and Release, or by Bargain and Sale inrolled. *Tenant to the Præcipe how made.*

Where there have been Leases of Lands, Tenements and Hereditaments for Life or Lives, under particular Rents thereby reserved, it has been found difficult and expensive to procure Surrenders of such Freehold Leases, or the Tenants thereof, to join, in order to make Tenants to the Writs of Entry; wherefore by the Statute 14 Geo. 2. *Where Recovery good without the Surrendering of any Freehold Lease, or joining of the Lessee.* it is enacted, That all Common Recoveries suffered, or to be suffered, of any Honors, Castles, Manors, Lands, Tenements and Hereditaments, without any Surrender of such Leases, or without the Concurrence of, or any Conveyance from, such Lessee or Lessees, or other Person or Persons claiming under such Lessee or Lessees, in order to make good Tenants to the Writs of Entry, shall be valid and effectual in Law. But not unless the Person or Persons intitled to the first Estate for Life, or other greater Estate, in Case there

there be no such Estate for Life in Being, in Reversion or Remainder, next after the Expiration of such Leases, as has, have or shall, by some lawful Act or Means convey or assure, or join in conveying or assuring an Estate for Life at the least, to such Person or Persons as has, have or shall become Tenant or Tenants to the Writ of Entry; provided that nothing in the said Act be construed to prejudice such Lessees, or any claiming under them.

*Where after
20 Years Re-
covery valid,
tho' Deed ma-
king the Te-
nant be lost.*

Every Common Recovery already suffered, or hereafter to be suffered, shall after the Expiration of twenty Years from the Time of the suffering thereof be deemed good and valid to all Intents and Purposes, if it shall appear upon the Face of such Recovery that there was a Tenant to the Writ, and if the Persons joining in such Recovery had a sufficient Estate and Power to suffer the same, notwithstanding the Deed or Deeds for making the Tenant should be lost, or not appear. Stat. 14 Geo. 2. *see 240*

*Of what Things a Common Recovery may
be suffered.*

*Of what
Things a Re-
covery may be
suffered.*

A Common Recovery may be suffered of such Things, and by such Names, as a Writ of Covenant for the Levying a Fine may be had, save only it may not be *de Fossato, Stagno, Piscaria, Carucat' terra, Estoveriis, Homag', Fidelitat', Servitiis, de Bovate terra, Marisc', de Selion' terra, Po-*
mario,

mario, Cottagio, Crofto, Virgata terra, Fodina, Minera, Mercatu, i. e. a Ditch, a Pool, Fishery, a Plough-land, Estovers, Homage, Fealty, Services, an Oxcgang of Land, Marsh, a Selion of Land, an Orchard, Cottage, Croft, Yardland, a Quarry, Mine, Market. But though this is laid down in the old Books as a Rule, Custom has varied it in many Particulars. But it is said a Common Recovery may be suffered of an Honor, Island, Barony, Castle, Messuage, Curtilage, Dovehouse, Land, Meadow, Pasture, Underwood, Chapel, River, Warren, Rectory, View of Frankpledge, Waifs, Estrays, Felons Goods, Deodands, Furze, Heath, Moor, Tithes, &c.

A Common Recovery may also be of an annual Rent or Pension of four Marks, and of an Advowson. *Co. l. 5. fo. 4.*

If *A.* grants a Rent to *B.* in Tail, Remainder to *C.* in Tail, the Remainder to *C.* may be barred by a Common Recovery; but *Sid. 285.* if *A.* grants a Rent to *B.* in Tail, and *B.* suffers a Common Recovery to the Use of *C.* and his Heirs on the Death of *B.* without Issue, the Rent is determined, for the Recovery cannot give the Rent a longer Continuance than the Grantor gave it. *2 Lutw. 1225.*

Dormer's Case, 5 *R.* 40. Writ of Entry of the Manor of *F.* with the Appurtenances, and six Messuages, six Cottages, twelve Gardens, four Hundred Acres of Land, sixty Acres of Meadow, four Hundred Acres of Pasture, two Acres of Wood, sixty Acres of Furze and Heath, and forty Shillings Rent in *F.* and of one yearly Rent or Pension of four

four Marks, issuing out of the Church or Rectory of *F.* in the County of *Northampton*; the Tenant vouches the Common Vouchee, and Judgment was given, Therefore it is considered, that the said *Geo.* and *J.* recover their Seisin against the said *Gal.* of the Manor, Tenements and Rent aforesaid, with the Appurtenances, and of the Advowson of the Church aforesaid, and that the said *Gal.* have of the Land of, &c.

Resolved, 1. That a Common Recovery is not to be resembled to a Judgment or Proceeding in any other Real Action, for three Causes, 1. For that by Usage and Custom it is become a Common Assurance, for it may be averred to a Use, if Tenant for Life suffer a Common Recovery, it is a Forfeiture. 2. It is had by mutual Assent, & *consensus tollit errorem*. 3. No Assurance could be of an Advowson, Common in Gross, &c. to bar Remainders or Reversions dependant on an Estate-tail; the same Law is of Common of Pasture, Franchises, Liberties and Privileges, as to have Goods of Felons, &c. Waifs, Strays, &c.

2. As to the Rent or Pension of four Marks issuing out of the Rectory, the Writ is good, there is no Incertainty, one of two several Things is not demanded, but one Thing by two Names, they are synonymous of the same Thing, more strongly here, because it is said to issue out of the Land, which a Pension cannot properly do.

3. Com-

3. Common Recoveries are so usual that the Judges are to take Notice that they are Common Recoveries.

A. seised for Life of a Moiety in Remainder after the Death of *B.* and of a third Part in Tail, *B.* suffers a Common Recovery of the Moiety, and vouches *A.* this is good for the third Part, for if one having Title only to a third Part suffer a Recovery of a Moiety, it is good for a third Part. *Iskam* and *Morrice*, 1 *Cro.* 109.

In placing the Particulars in the *Præcipe*, the following Rules are laid down.

To place the more worthy Things before Things less worthy, as a Castle before a Manor, a Manor before a Messuage, a Messuage before a Toft or Mill, &c.

Things general before Things special, as Land before Meadow, Pasture, &c.

Intire or whole Things before Moieties or Parts.

As a further Guide observe the following Method :

‘ THE Manors of *A.* and *B.* with the
 ‘ Appurtenances, and two Messuages,
 ‘ one Shop, one Toft, one Mill, one Dove-
 ‘ house, two Gardens, twenty Acres of Land,
 ‘ ten Acres of Meadow, five Acres of Pa-
 ‘ sture, six Acres of Wood, one Hundred
 ‘ Acres of Furze and Heath, one Hundred
 ‘ Acres of Moor, one Hundred Acres of
 ‘ Rush, ten Acres of Marsh, ten Acres of
 ‘ Alder, ten Acres of Broom, five Acres of
 ‘ Land covered with Water, twenty Pounds
 ‘ two

Of Recoveries.

• two Shillings one Penny one Halfpenny and
 • one Farthing Rent, and the Rent of one
 • Pair of gilt Spurs, of ten Capons, of two
 • Cocks, of two Hens, of five Pounds of
 • Pepper, of three Cloves, and of three
 • Pounds of Cumin-Seed, Common of Pa-
 • sture for all Manner of Cattle, View of
 • Frankpledge, free Warren, free Fishery,
 • Liberty of Foldage, and also Fairs, Markets,
 • Tolls, Stallage and Pickage, Chattels of
 • Felons, Fugitives, Persons outlawed and
 • put in *Exigent*, Deodands, Chattels waived
 • and estrayed, with the Appurtenances, in
 • *B. A. S.* and *N.* as also the Rectories of *A.*
 • and *B.* with the Appurtenances, and all
 • and all Manner of Tithes belonging and
 • appertaining to the same Rectories, and
 • also the Advowson of the Vicarage of the
 • Church of *H.* And into which, &c.

And also this.

• **T**HE Manors of *A.* otherwise *R.* and
 • *M.* with the Appurtenances, and two
 • Hundred and forty Messuages, twenty
 • Tofts, four Water-Mills for the Grinding
 • of Corn, one Wind Mill for the Grind-
 • ing of Corn, fifty Cellars, two Hundred
 • and fifty Gardens, five Hundred Acres of
 • Land, one Hundred Acres of Meadow,
 • five Hundred Acres of Pasture, twenty
 • Acres of Wood, five Hundred Acres of
 • Furze and Heath, one Hundred Acres of
 • Marsh, forty Shillings Rent, ten Wharfs,
 • ten Keys, one Fair, one Market, with the
 • Appur-

- Appurtenances, in *M. C. T. N. P. A.* other-
- wise *R. P. C.* otherwise *C.* otherwise *C. P.*
- *P.* otherwise *P. T.* otherwise *T. S. D.* other-
- wise *M. P. P. F. G. P. H. W. H. T.* other-
- wise *T. T. W.* otherwise *T. W. C. J. S.*
- Town of *F.* and Parishes of *F. M.* and *B.*
- and also the Passage over the Water of *F.*
- and moreover the Advowson of the Church
- of *F.* and the Moiety of one sixth Part,
- and two Parts of one third Part of two
- Messuages, four Gardens, thirty Acres of
- Land, five Acres of Meadow, thirty Acres
- of Pasture, thirty Acres of Furze and
- Heath, and five Acres of Marsh, with the
- Appurtenances, in *T.* and in the Parish
- of *B.*

By a Common Recovery a reputed Manor will pass. 1 *Lev.* 28.

A Recovery may be of Lands in a Place *Lieu connu.* known though it be neither a Vill nor a Hamlet, as well as a Fine may of Land in *Lieu connu, i. e.* a Place known. 2 *Mod.* 49.

If one hath Interest only in the third Part of a Manor, and suffers a Recovery of the Moiety of the Manor, it is good for a Third. *Cro. Car.* 77.

A Common Recovery is not to be suffered *Copyhold Lands.* in the Common Pleas of Copyhold Lands, they being only held at Will *secundum consuetudinem manerii*, and impleadable no where but in the Lord's Court.

A Recovery of Lands in Antient Demesne *Lands in Antient Demesne.* is good, and will stand in Force till reversed by the Lord by Writ of Disceit.

Where

*Where after
20 Years the
Deed making a
Tenant to the
Præcipe, and
declaring the
Uses of a Re-
covery, shall
be Evidence of
a Recovery.*

Where any Person hath or shall purchase for a valuable Consideration any Estate in Lands, Tenements or Hereditaments, whereof a Recovery is, are or was necessary to be suffered, in order to compleat the Title, such Person, and all claiming under him, having been in Possession from the Time of such Purchase, shall and may, after the End of twenty Years from the Time of such Purchase, produce in Evidence the Deed or Deeds making a Tenant to the Writ of Entry, and declaring the Uses of a Recovery, and the Deed or Deeds so produced (the Execution thereof being proved) shall be deemed good Evidence for such Purchaser, and those claiming under him, that such Recovery was duly suffered and perfected, according to the Purport of such Deed or Deeds, in Case no Record can be found of such Recovery, or the same shall appear not to be regularly entered of Record; provided that the Person making such Deed or Deeds, and declaring the Uses of a Common Recovery, had a sufficient Estate and Power to make a Tenant to the Writ of Entry, and to suffer such Common Recovery. *Stat. 14 Geo. 2.*

Common Vouchee cannot release Errors because he is named *pro forma tantum*, and has no Loss; but if he do really render in Value, he may release, but that must be averred. *Lord Norris and Marquis of Winchester, 3 Cro. 2.*

A Table

A Table or Modus for the Returns of the Writs in a Recovery.

In a Recovery where all the Parties appeared at Bar.

Michaelmas Term.

Writ of Entry returnable

1. On the Morrow of *All Souls*.
2. On the Morrow of *St. Martin*.
3. On the *Octave* of *St. Martin*.
4. From the Day of *St. Martin* in fifteen Days.

R

Writ of Seisin returnable
From the Day of *St. Martin* in fifteen Days.
Without delay.
Without delay.
On the *Octave* of *St. Hilary*.

Hilary Term.

1. On the *Octave* of *St. Hilary*.
2. From the Day of *St. Hilary* in fifteen Days.
3. On the Mor. of the *Purifi.* of the Blessed *Mary*.
4. On the *Octave* of the *Purifi.* of the Blessed *Mary*.

Easter

On the *Octave* of the *Purifi.* of the Blessed *Mary*.
Without delay.
Without delay.
From the Day of *Easter* in fifteen Days.

Easter Term.**Entry returnable**

1. From the Day of *Easter* in fifteen Days.
2. From the Day of *Easter* in three Weeks.
3. From the Day of *Easter* in one Month.
4. From the Day of *Easter* in five Weeks.
5. On the Morrow of the *Ascension* of our Lord.

Seisin returnable

- From the Day of *Easter* in five Weeks.
 On the Morrow of the *Ascension* of our Lord.
 Without delay.
 Without delay.
 On the *Octave* of the *Holy Trinity*.

Trinity Term.

1. On the Morrow of the *Holy Trinity*.

2. On the *Octave* of the *Holy Trinity*.
3. From the Day of the *Holy Trinity* in 15 Days.
4. From the Day of the *Holy Trinity* in 3 Weeks.

- From the Day of the *Holy Trinity* in 3 Weeks.
 Without delay.
 Without delay.
 On the Morrow of *All Souls*.

In a Recovery where the Vouchee comes in by Summons.

Michaelmas Term.

Writ of Entry returnable

1. On the Morrow of *All Souls*.
2. On the Morrow of *St. Martin*.
3. On the *Octave* of *St. Martin*.
4. From the Day of *St. Mar.* in 15 Days.

Writ of Summons returnable

- On the *Octave* of *St. Hilary*.
- From the Day of *St. Hil.* in 15 Days.
- On the Mor. of the *Purif.* of *Bl. Ma.*
- On the *Oct.* of the *Purif.* of *Bl. Ma.*

Writ of Seisin returnable

- On the *Oct.* of the *Purif.* of *Bl. Ma.*
- Without delay.
- Without delay.
- From the Day of *Easter* in 15 Days.

Hilary Term.

1. On the *Octave* of *St. Hilary*.
2. From the Day of *St. Hil.* in 15 Days.
3. On the Mor. of the *Purif.* of *Bl. Ma.*
4. On the *Oct.* of the *Purif.* of *Bl. Ma.*

- From the Day of *Easter* in 15 Days.
- From the Day of *Easter* in 3 Weeks.
- From the Day of *Easter* in 1 Month.
- From the Day of *Easter* in 5 Weeks.

- From the Day of *Easter* in 5 Weeks.
- On the Mor. of the *Ascen.* of our Lord.
- Without delay.
- Without delay.

Easter

Of Recoveries.

Easter Term.

Writ of Entry returnable

1. From the Day of *Easter* in 15 Days.
2. From the Day of *Easter* in 3 Weeks.
3. From the Day of *Easter* in 1 Month.
4. From the Day of *Easter* in 5 Weeks.
5. On the Mor. of the *Ascen.* of our Lord.

Summons returnable

- On the Mor. of the *Ascen.* of our Lord.
 On the Morrow of the *Holy Trinity*.
 On the *Oblate* of the *Holy Trinity*.
 From the Day of the *Holy Tr.* in 15 D.
 From the Day of the *Holy Tr.* in 3 W.

Seisin returnable

- On the *Oblate* of the *Holy Trinity*.
 From the Day of the *Holy Tr.* in 3 W.
 Without delay.
 Without delay.
 From the Day of *St. Mich.* in 3 W.

Trinity Term.

1. On the Morrow of the *Holy Trin.*
2. On the *Oblate* of the *Holy Trinity*.
3. From the Day of the *Holy Tr.* in 15 D.
4. From the Day of the *Holy Tr.* in 3 W.

- On the Morrow of *All Souls*.
 On the Morrow of *St. Martin*.
 On the *Oblate* of *St. Martin*.
 From the Day of *St. Mar.* in 15 Days.

- From the Day of *St. Mart.* in 15 Days.
 Without delay.
 Without delay.
 On the *Oblate* of *St. Hilary*.

Note; The Writ of Seisin must bear Teste ^{Of the Teste} the fourth Day inclusive after the Return ^{and Return of} of the Writ of Entry or last Writ of Summons, ^{the Writ of} not being a Sunday, or *dies non juridicus*, and must have fifteen Days between Teste and Return; *dies non juridici* are all Days out of Term, *All Saints* and *All Souls* in Michaelmas Term, the Feast of the Purification in Hilary Term, *Ascension Day* in Easter Term, and the Feast of *St. John the Baptist*, if it happen in Trinity Term.

The Writ of Summons must bear Teste ^{Of the first} also the fourth Day inclusive from the Return ^{Writ of Sum-} of the Writ of Entry, as is said before, with ^{mons.} Regard to the Writ of Seisin; and there must be five Returns between the Return of the Writ of Entry and the Return of the Writ of Summons, as you will find by the above Modus, reckoning the Return of the Writ of Entry and Return of the Writ of Summons for two of the five Returns.

If the Recovery be with treble Voucher, ^{Of the second} and the first and second Vouchees appear upon ^{Writ of Sum-} Summons, the last Writ of Summons must ^{mons.} bear Teste the fourth Day inclusive after the Return of the first Writ of Summons, and there must be five Returns inclusive between the Return of the first Writ of Summons and the Return of the last Writ of Summons, reckoning the Return of the first Writ of Summons and the Return of the second Writ of Summons for two of the five Returns; and for the readier finding out such fifth Return of the last Writ of Summons, and the

Of Recoveries.

Return of the Writ of Seisin, * by the above Modus, look for the Return of the first Writ of Summons in the first Column on the Left Hand of the last Table, and opposite thereto you will find the fifth Return inclusive, which is to be the Return of the second Writ of Summons, and opposite to that you will find the proper Return of the Writ of Seisin. These Directions will serve you in Case the Recovery be with four, five or six Vouchers.

Directions how to suffer a Recovery.

THERE are two Methods of suffering a Common Recovery, the one where the Tenant or Tenants, and Vouchee or Vouchees, appear personally in Court; the other when the Tenant or Tenants, and Vouchee or Vouchees, or some of them, do not appear personally in Court, but by Attorney.

Of suffering a Common Recovery where the Parties appear in Person.

YOU draw a *Præcipe* in Paper, containing the Names of the Parties, Demandant, Tenant and Vouchee, the Manors, Messuages,

* If there be not fifteen Days between the Teste of the Writ of Seisin and the End of that Term wherein it bears Teste, it must be made returnable without delay. And if the Seisin be tested the last Day of any Term, it must be made returnable the first Return of the next Term.

Messuages, Lands, &c. their Quality, Nature or Kind, and Quantity, according as the Case wherein the ensuing Precedents, and the Directions before given, will guide you, as thus :

A Præcipe for a Recovery with single Voucher.

Devonshire, ‘ **C**ommand C. F. that justly, to wit. ‘ &c. he render to W. M. Esq; ‘ four Messuages, four Gardens, two Hundred ‘ Acres of Land, one Hundred Acres of ‘ Meadow, three Hundred Acres of Pasture, ‘ forty Acres of Wood, and three Hundred ‘ Acres of Furze and Heath, with the Appurtenances, in E. which he claims, &c.

Tenant in Person vouches to Warranty * Edmund Wilson.

* Edmund Wilson is Bag-bearer to the Custos Brevium, who is always the Common Vouchee.

A Præcipe for a Recovery with double Voucher.

Berkshire, ‘ **C**ommand William Jackson, to wit. ‘ Gent. that justly, &c. he ‘ render to Thomas White, Gent. two Messuages, fifty Acres of Land, eight Acres of ‘ Meadow, twenty-four Acres of Pasture, ‘ four-

Of Recoveries.

‘ fourteen Acres of Willows, and Common of
 ‘ Pasture for all Manner of Cattle, with the
 ‘ Appurtenances, in L. and O. and also the
 ‘ Rectory of O. with the Appurtenances, and
 ‘ also all and all Manner of Tithes, Obla-
 ‘ tions, Obventions and Emoluments to the
 ‘ said Rectory belonging or appertaining,
 ‘ which he claims, &c.

*Tenant in Person vouches to War-
 ranty Roger Blagrave, Esq;
 who in Person vouches Edmund
 Wilson.*

*A Præcipe for a Recovery with treble
 Voucher.*

Salop, ‘ **C**ommand Timothy Cradock, Gent.
 to wit. ‘ that justly, &c. he render to
 ‘ Gilbert Leighton, Gent. the Manor of A.
 ‘ with the Appurtenances, and ten Messuages,
 ‘ ten Tofts, four Corn Windmills, ten Dove-
 ‘ houses, ten Gardens, five Hundred and
 ‘ sixty Acres of Land, one Hundred and fifty
 ‘ Acres of Meadow, one Thousand three
 ‘ Hundred and fifty Acres of Pasture, one
 ‘ Hundred and fifty Acres of Wood, six
 ‘ Hundred Acres of Furze and Heath, four
 ‘ Hundred Acres of Moor, fifty Acres of
 ‘ Rush, forty Acres of Alder, thirty Acres of
 ‘ Broom, twenty Acres of Land covered with
 ‘ Water, free Fishery in the Water of B.
 ‘ Liberty of Foldage, free Warren, View of
 ‘ Frankpledge, and whatsoever belongs to
 ‘ the

‘ the View of Frankpledge, with the Appur-
‘ tenances, which he claims, &c.

*Tenant in Person vouches to War-
ranty Otho Hughes, Gent. who
in Person vouches Edward Da-
vies, Gent. who also in Person
vouches Edmund Wilson.*

*A Præcipe for a Recovery with a qua-
druple Voucher.*

*Middlesex, ‘ Command W. L. that justly,
to wit. ‘ C &c. he render to W. G.
‘ and R. H. one Messuage, one Garden,
‘ forty Acres of Land, sixty Acres of Mea-
‘ dow, sixty Acres of Pasture, and thirty
‘ Acres of Wood, with the Appurtenances,
‘ in S. and Common of Pasture for all
‘ Manner of Cattle in Enfield, which they
‘ claim, &c.*

*Tenant in Person vouches to War-
ranty J. C. who in Person
vouches F. C. who also in Person
vouches W. S. who likewise in
Person vouches Edmund Wil-
son.*

*A Præcipe for a Recovery with five
Vouchers.*

*Worcestershire, ‘ Command Lewis Davys,
to wit. ‘ C Gent. that justly, &c.
‘ he render to Samuel Wilkes, Gent. six Mes-
‘ suages,*

Of Recoveries.

' suages, four Tofts, eight Gardens, three
 ' Hundred Acres of Land, sixty Acres of
 ' Meadow, and four Hundred Acres of Pa-
 ' sture, with the Appurtenances, in *D. W.*
 ' &c. as also four Salt-pits and sixteen Boil-
 ' eries of Salt-Water, with the Appurte-
 ' nances, in the said Towns of *D. W.* &c.
 ' which he claims, &c.

*Tenant in Person vouches to War-
 ranty Christopher Spooner,
 who in Person vouches Bartho-
 lomew Jefferson, who also in
 Person vouches Theophilus
 Greenwood, who likewise in
 Person vouches Herbert Vin-
 cent, who likewise in Person
 vouches over Edmund Wilson.*

*A Præcipe for a Recovery with six
Vouchers.*

Lincolnshire, ' **C**ommand Salathiel Carney,
 to wit. ' Gent. that justly, &c.
 ' he render to *Jonathan Stubblebill*, Gent. the
 ' Manors of *G. L.* and *A.* with the Appurte-
 ' nances, and the Scite of the Manor of *D.*
 ' with the Appurtenances, and also twenty
 ' Messuages, twelve Tofts, four Mills, twenty
 ' Dovehouses, thirty Gardens, two Thousand
 ' Acres of Land, three Hundred Acres of
 ' Meadow, one Thousand and five Hundred
 ' Acres of Pasture, one Hundred and fifty
 ' Acres of Wood, two Hundred Acres of
 ' Moor,

‘ Moor, two Thousand Acres of Marsh, one
 ‘ Hundred and fifty Acres of Land covered
 ‘ with Water, ten Pounds thirteen Shillings
 ‘ and Four-pence Rent, Common of Pasture
 ‘ for all and all Manner of Cattle, Common
 ‘ of Turbary, Common of Estovers, Pasture
 ‘ for one Hundred Oxen and four Hundred
 ‘ and fifty Sheep, free Fishery in the Water
 ‘ of L. free Warren, a Fair and Market,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ of Felons and Fugitives, with the Appur-
 ‘ tenances, in G. L. A. C. F. R. &c. and
 ‘ also the Rectories of G. L. C. and R. and
 ‘ the Prebend of the Church of L. with the
 ‘ Appurtenances, and also the Advowsons of
 ‘ the Vicarages of the Churches of A, and F.
 ‘ which he claims, &c.

*Tenant in Person vouches to War-
 ranty Uriah Turbervil, Gent.
 who in Person vouches Andrew
 Mitcham, Gent. who also in
 Person vouches over Conrade
 Arpin, Gent. who likewise in
 Person vouches over Silvester
 Parsons, Gent. who likewise in
 Person vouches over Abraham
 Goring, Gent. who also in Per-
 son further vouches over Ed-
 mund Wilson.*

The *Præcipe* being wrote fair on Paper,
 you attend with the Tenant and Vouchers (if
 any) at the Court of Common Pleas at *West-*
minster,

Of Recoveries.

minster, and deliver the Paper *Præcipe* to one of the Serjeants at the Bar, who, with some of his Brethren, will count upon it, then the Serjeant will set his Name to it, and the Prothonotary, in whose Office you enter, will write upon it, *that the Appearance of the Tenant, or of the Tenant and Vouchee, is or are recorded by the Court.*

If it be a Recovery with single Voucher, three Serjeants plead, *viz.* One for the Demandant, one for the Tenant, and one for the Common Vouchee.

If it be a Recovery with double Voucher, four Serjeants plead; if with treble Voucher, five Serjeants plead; and if with *quadruple* Voucher, six Serjeants plead.

The Serjeants Pleading is generally in a short and concise Manner, except on a Recovery suffered by a Nobleman or Peer of the Realm, when they count in full Form, *i. e.* recite the Pleading of each Party as set forth in the Entry of the Recovery almost *verbatim*.

As the Pleading of the Serjeants on a Common Recovery is only the Substance of the Entry on the Roll, you will see in what Manner they count on Recoveries with double and treble Vouchers, by perusing the Entries of such Recoveries.

Having thus passed the Recovery at Bar, you carry this Paper *Præcipe*, and also a Copy of it, to the Cursitor of the County where the Lands lie, who will thereupon make out a Writ of Entry *Sur disseisin in le post*, which is in this Form:

GEORGE

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To the Sheriff of *Yorkshire*, Greeting: Command *Capel Billingsley*, that justly and without delay he render to *Edward Green*, Esq; twenty Acres of Land, with the Appurtenances, in *Carleton*, which he claimeth to be his Right and Inheritance, and into which the said *Capel* hath not Entry, but after the Disseisin which *Hugh Hunt* thereof unjustly and without Judgment made to the said *Edward* within thirty Years now last past, as he saith, and whereof he complaineth that the aforesaid *Capel* deforceth him; and unless he shall do it, and the said *Edward* shall secure you for Prosecuting his Complaint, then summon by good Summoners the aforesaid *Capel*, that he be before our Justices at *Westminster* on the Morrow of *All Souls*, to shew wherefore he will not do it; and have you there the Summoners, and this Writ. Witness *Thomas* Archbishop of *Canterbury*, and other Guardians and Justices of the Kingdom, at *Westminster* the ninth Day of *October* in the fourteenth Year of our Reign.

Stamp 5s.

When you have got the Writ of Entry, you carry it to the Alienation-Office to be compounded, in like Manner as a Writ of Covenant for a Fine; then you must get the Attorney General's Hand to it, for which you pay 10s. then get it, together with the Writ of Seisin, returned at the Return-Office kept

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kept at Prothonotary *Wegg's* Office in the *Temple*; the Return is in this Manner:

Pledges of Prosecuting, { John Doe,
Richard Roe.

Summoners, { *John Denn,*
 { *Richard Fenn.*
 A. B. Esq; Sheriff.

You pay for returning the Writ of Entry and Writ of Seisin 1 s. 6 d. each.

Whilst the Writ of Entry, &c. is passing through the several Offices, you may prepare the Entry of your Recovery, which you draw up according to the Nature of the Case, in one of the following Forms.

*Writ of Entry The Form of a Recovery suffered at Bar
returnable with single Voucher.*

*from the Day
of St. Martin
in 15 Days.*

The Ingrossment must be on a Roll of that Term wherein the Writ of Entry is returnable.

N. B. Pursue
the very Words
of the Writ of
Entry.

Devonshire, ' *W* M. Esq; in his proper Per-
to wit. ' son demandeth against C. F.
' four Messuages, four Gardens, two Hundred
' Acres of Land, one Hundred Acres of
' Meadow, three Hundred Acres of Pasture,
' forty Acres of Wood, and three Hundred
' Acres of Furze and Heath, with the Ap-
' purtenances, in E. as his Right and Inhe-
' rittance, and into which the same C. hath
' not Entry but after the Disseisin, which *Hugh*
' *Hunt* thereof unjustly and without Judg-
ment

ment hath made to the said *W.* within
thirty Years, &c. And whereupon he sayeth
that he was seised of the Tenements afore-
said, with the Appurtenances, in his De-
mesne, as of Fee and Right, in Time of
Peace, in the Time of our Lord the King
that now is, by taking the Profits thereof
to the Value, &c. and into which, &c.
and thereof he bringeth Suit, &c.

And the aforesaid *C.* in his proper Per-
son cometh and defendeth his Right, when,
&c. and thereupon voucheth to Warranty
† *Edmund Wilson*, who is present here in † *The Common*
Court in his proper Person, and freely war- *Vouches.*
ranteth to him the Tenements aforesaid, with
the Appurtenances, &c. And hereupon the
said *W.* demandeth against him the said *Ed-*
mund, Tenant by his own Warranty, the Te-
nements aforesaid, with the Appurtenances,
in Manner aforesaid, &c. And whereupon
he saith, that he was seised of the Tene-
ments aforesaid, with the Appurtenances,
in his Demesne as of Fee and Right, ||
in Time of Peace, in the Time of our
Lord

* No Person or Persons shall sue, have or maintain
any Action for any Manors, Lands, Tenements or other
Hereditaments, of or upon his or their own Seisin or
Possession therein, above thirty Years next before the
Teste of the Original of the same Writ hereafter to be
brought. *Stat. 32 H. 8. c. 2. f. 3.*

|| In all real Actions the Explees, or Taking of the
Profits, are laid *tempore pacis*; for if they were taken
tempore belli, they are not accounted of in Law. 1 *Inst.*
249. b.



Of Recoveries.

‘ Lord the King that now is, by taking the
 ‘ Profits thereof to the Value, &c. and into
 ‘ which, &c. and thereof he bringeth Suit,
 ‘ &c.

‘ And the aforesaid *Edmund* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. and saith, that the said *Hugh* did not
 ‘ disseise the said *W.* of the Tenements afore-
 ‘ said, with the Appurtenances, as the said
 ‘ *W.* by his Writ and Declaration aforesaid
 ‘ above doth suppose ; and of this he putteth
 ‘ himself upon the Country, &c.

‘ And the said *W.* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterwards the said *W.* cometh again here
 ‘ into Court in this same Term in his proper
 ‘ Person, and the said *Edmund*, although
 ‘ solemnly called, cometh not again, but de-
 ‘ parted in Contempt of the Court, and
 ‘ maketh Default : Therefore it is considered,
 ‘ that the said *W.* do recover his Seisin against
 ‘ the said *C.* of the Tenements aforesaid,
 ‘ with the Appurtenances, and that the said
 ‘ *C.* have of the Lands of the said *Edmund*
 ‘ to the Value, &c. and the said *Samuel* in
 ‘ Mercy, &c. And hereupon the aforesaid
 ‘ *W.* prays a Writ of the Lord the King, to
 ‘ be directed to the Sheriff of the County
 ‘ aforesaid, to cause full Seisin of the Tene-
 ‘ ments aforesaid, with the Appurtenances,
 ‘ to be delivered to him ; and it is granted
 ‘ to him, * returnable here on the *Ostave* of
 St.

Mercy.

* *Vide postea* the Directions for making out the Writ of Seisin.

‘ *St. Hilary, &c.* * at which Day the afore-
 ‘ said *W.* cometh here into Court in his
 ‘ proper Person, and the Sheriff, namely
 ‘ *F. W.* Esq; now returneth that he, by
 ‘ Virtue of the aforesaid Writ to him di-
 ‘ rected, † on the — Day of — last past,
 ‘ did cause full Seisin of the Tenements a-
 ‘ foresaid, with the Appurtenances, to be
 ‘ delivered to the aforesaid *W.* as by the said
 ‘ Writ he was commanded, &c.

*The Entry of a Recovery with double
 Voucher.*

Berkshire, ‘ **T** *Thomas White*, Gent. in his pro-
 ‘ to wit. ‘ per Person demandeth against
 ‘ *William Jackson*, Gent. two Messuages, two
 ‘ Tofts, one Fulling-Mill, two Dovehouses,
 ‘ two Gardens, one Hundred Acres of Land,
 ‘ thirty Acres of Meadow, two Hundred
 ‘ Acres of Pasture, five Acres of salt Marsh,
 ‘ twenty Acres of fresh Marsh, seventy Shil-
 ‘ lings Rent, and Common of Pasture for all
 ‘ Manner of Cattle, with the Appurtenances,
 ‘ in *L.* and *O.* and also the Advowson of the

* When the Writ of Seisin is returnable *indilate*, you
 say, *Afterwards, that is to say, the — Day of —*
 [the last Day of the Term, unless Sunday] *in this same*
Term the said W. comes here, &c.

† Any Day between the Teste and Return of the
 Writ of Seisin, by which a Man may be supposed to
 have rode from *Westminster* to the Place where the Land
 lies.

S

‘ Parochial

Of Recoveries.

‘ Parochial Church of O. as his Right and
 ‘ Inheritance, and into which the same *Wil-*
 ‘ *liam* hath not Entry but after the Disseisin,
 ‘ which *Hugh Hunt* thereof unjustly and
 ‘ without Judgment hath made to the said
 ‘ *Thomas* within thirty Years, &c. And
 ‘ whereupon he saith, that he was seised of
 ‘ the Tenements, Rent and Common afore-
 ‘ said, with the Appurtenances, in his De-
 ‘ mesne, as of Fee and Right, and of the
 ‘ Advowson aforesaid, as of Fee and Right,
 ‘ in Time of Peace, in the Time of our
 ‘ Lord the King that now is, by taking the
 ‘ Profits thereof to the Value, &c. and into
 ‘ which, &c. and thereof he bringeth Suit,
 ‘ &c.

‘ And the said *William* in his proper Per-
 ‘ son cometh and defendeth his Right, when,
 ‘ &c. and thereupon voucheth to Warranty
 ‘ *Roger Blagrove*, Esq; who is present here
 ‘ in Court in his proper Person, and freely
 ‘ warranteth to him the Tenements, Rent
 ‘ and Common aforesaid, with the Appurte-
 ‘ nances, and the Advowson aforesaid, &c.
 ‘ And hereupon the said *Thomas* demandeth
 ‘ against the said *Roger*, Tenant by his
 ‘ own Warranty, the Tenements, Rent and
 ‘ Common aforesaid, with the Appurtenances
 ‘ and Advowson aforesaid, in Manner afore-
 ‘ said, &c. And whereupon he saith, that
 ‘ he was seised of the Tenements, Rent and
 ‘ Common aforesaid, with the Appurtenances,
 ‘ in his Demesne, as of Fee and Right, and
 ‘ of the Advowson aforesaid, as of Fee and
 ‘ Right, in Time of Peace, in the Time of
 ‘ our

‘ our Lord the King that now is, by taking
‘ the Profits thereof to the Value, &c. and
‘ into which, &c. and thereof he bringeth
‘ Suit, &c.

‘ And the said *Roger* Tenant by his own
‘ Warranty defends his Right, when, &c.
‘ And thereupon further voucheth to War-
‘ ranty *Edmund Wilson*, who is present here
‘ in Court in his proper Person, and freely
‘ warranteth to him the Tenements, Rent
‘ and Common afore said, with the Appurte-
‘ nances, and the Advowson afore said, &c.
‘ And hereupon the said *Thomas* demandeth
‘ against him the said *Edmund*, Tenant by his
‘ own Warranty, the Tenements, Rent and
‘ Common afore said, with the Appurtenances,
‘ and the Advowson afore said, in Manner
‘ afore said, &c. And whereupon he saith,
‘ that he was seised of the Tenements, Rent
‘ and Common afore said, with the Appurte-
‘ nances, in his Demesne, as of Fee and
‘ Right, and of the Advowson afore said, as
‘ of Fee and Right, in Time of Peace, in
‘ the Time of our Lord the King that now
‘ is, by taking the Profits thereof to the
‘ Value, &c. and into which, &c. and
‘ thereupon he bringeth Suit, &c.

‘ And the afore said *Edmund* Tenant by his
‘ own Warranty defendeth his Right, when,
‘ &c. and saith, that the said *Hugh* did not
‘ disseise the said *Thomas* of the Tenements,
‘ Rent and Common afore said, with the Ap-
‘ purtenances, and of the Advowson afore-
‘ said, as the said *Thomas* by his said Writ and
‘ Declaration above doth suppose; and of this
‘ he putteth himself upon the Country, &c.

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‘ And the said *Thomas* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterwards the said *Thomas* cometh again
 ‘ here into Court in this same Term in his
 ‘ proper Person, and the said *Edmund*, altho’
 ‘ solemnly called, cometh not again, but
 ‘ departed in Contempt of the Court, and
 ‘ maketh Default: Therefore it is considered,
 ‘ that the said *Thomas* do recover his Seisin
 ‘ against the said *William* of the Tenements,
 ‘ Rent and Common aforesaid, with the Ap-
 ‘ purtenances, and of the Advowson aforesaid,
 ‘ and that the said *William* have of the
 ‘ Land of the aforesaid *Roger* to the Value,
 ‘ &c. And that the said *Roger* have over of
 ‘ the Land of the said *Edmund* to the Value,
 ‘ &c. and the said *Edmund* in * Mercy, &c.
 ‘ And hereupon the said *Thomas* prays † a
 ‘ Writ of the Lord the King, to be directed
 ‘ to the Sheriff of the County aforesaid,
 ‘ to cause full Seisin of the Tenements, Rent
 ‘ and Common aforesaid, with the Appur-
 ‘ tenances, and of the Advowson aforesaid,
 ‘ to be delivered to him; and it is granted
 ‘ to him, returnable here from the Day of
 ‘ *St. Martin* in fifteen Days, &c. at which
 ‘ Day the said *Thomas* cometh here into
 ‘ Court in his proper Person, and the Sheriff,
 ‘ namely Sir *A. B.* Knt. now returneth that
 ‘ he, by Virtue of the aforesaid Writ to him
 ‘ directed on the twenty-third Day of *November*
 ‘ last past, did cause full Seisin of the
 ‘ Tenements, Rent and Common aforesaid,
 ‘ with

* *Mercy.* This Word must be written in the Margin of the Roll.

† Or the Writ.

‘ with the Appurtenances, and of the Ad-
 ‘ vowson aforefaid, to be delivered to the
 ‘ aforefaid *Thomas*, as by the faid Writ he
 ‘ was commanded, &c.

*The Entry of a Recovery with treble
 Voucher on the Roll, all the Parties
 appearing at Bar.*

Salop, ‘ *G*ilbert Leighton, Gent. in his pro- Nota; There
 to wit. ‘ per Person demandeth against are no Comma's
 ‘ *Timothy Craddock*, Gent. the Manor of *A.* or Points in
 ‘ with the Appurtenances, and ten Messuages, *any Records*
 ‘ ten Tofts, four Corn Windmills, ten Dove- *whatever, and*
 ‘ houses, ten Gardens, five Hundred and *therefore in*
 ‘ sixty Acres of Land, one Hundred and *the Entries of*
 ‘ fifty Acres of Meadow, one Thousand three *Recoveries you*
 ‘ Hundred and fifty Acres of Pasture, one *must not make*
 ‘ Hundred and fifty Acres of Wood, six *any if you*
 ‘ Hundred Acres of Furze and Heath, four *would enter or*
 ‘ Hundred Acres of Moor, fifty Acres of *exemplify them*
 ‘ Rush, forty Acres of Alder, thirty Acres *in a Clerk-like*
 ‘ of Broom, twenty Acres of Land covered *Manner.*
 ‘ with Water, free Fishery in the Water of
 ‘ *B.* Liberty of Foldage, free Warren, View
 ‘ of Frankpledge, and whatsoever belongs to
 ‘ View of Frankpledge, with the Appurte-
 ‘ nances, in *A. B. C.* and *D.* as his Right
 ‘ and Inheritance, and into which the same
 ‘ *Timothy* hath not Entry but after the Dis-
 ‘ seisin, which *Hugh Hunt* thereof unjustly
 ‘ and without Judgment hath made to the
 ‘ said *Gilbert* within thirty Years, &c. And
 ‘ whereupon he saith, that he was seised of
 ‘ the Manor, Tenements, free Fishery, Li-
 S 3 berty

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‘ berty of Foldage, free Warren, and View
 ‘ of Frankpledge, and whatsoever belongs to
 ‘ View of Frankpledge aforesaid, with the
 ‘ Appurtenances, in his Demesne, as of
 ‘ Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is,
 ‘ by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereof he
 ‘ bringeth Suit, &c.

‘ And the said *Timothy* in his proper Person
 ‘ cometh and defendeth his Right, when,
 ‘ &c. and thereupon voucheth to Warranty
 ‘ *Otho Hugbes*, Gent. who is present here in
 ‘ Court in his proper Person, and freely
 ‘ warranteth the aforesaid Manor, Tene-
 ‘ ments, free Fishery, Liberty of Foldage,
 ‘ free Warren, and View of Frankpledge,
 ‘ and whatever belongs to View of Frank-
 ‘ pledge, with the Appurtenances, to the
 ‘ said *Timothy*, &c. And hereupon the said
 ‘ *Gilbert* demandeth against the aforesaid
 ‘ *Otho*, Tenant by his own Warranty, the
 ‘ aforesaid Manor, Tenements, free Fishery,
 ‘ Liberty of Foldage, free Warren, and View
 ‘ of Frankpledge, and whatever belongs to
 ‘ View of Frankpledge, with the Appurte-
 ‘ nances, in Manner aforesaid, &c. And
 ‘ whereupon he saith, that he was seised of
 ‘ the aforesaid Manor, Tenements, free
 ‘ Fishery, Liberty of Foldage, free Warren,
 ‘ and View of Frankpledge, and whatever
 ‘ belongs to View of Frankpledge, with the
 ‘ Appurtenances, in his Demesne, as of Fee
 ‘ and Right, in Time of Peace, in the Time
 ‘ of our Lord the King that now is, by
 ‘ taking the Profits thereof to the Value, &c.
 ‘ and

‘ and into which, &c. and thereof he bringeth Suit, &c.

‘ And the said *Otho* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edward Davies*, Gent. who is present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, to the said *Otho*, &c. And hereupon the said *Gilbert* demandeth against the said *Edward*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

‘ And the said *Edward* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *Edmund Wilson*, who is present here

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‘ in Court in his proper Person, and freely
 ‘ warranteth the aforesaid Manor, Tenements,
 ‘ free Fishery, Liberty of Foldage, free
 ‘ Warren, and View of Frankpledge, and
 ‘ whatever belongs to View of Frankpledge,
 ‘ to the said *Edward*, &c. And hereupon
 ‘ the said *Gilbert* demandeth against the said
 ‘ *Edmund*, Tenant by his own Warranty,
 ‘ the aforesaid Manor, Tenements, free
 ‘ Fishery, Liberty of Foldage, free Warren,
 ‘ and View of Frankpledge, and whatever
 ‘ belongs to View of Frankpledge, with
 ‘ the Appurtenances, in Manner aforesaid,
 ‘ &c. And whereupon he saith, that he
 ‘ was seised of the aforesaid Manor, Tene-
 ‘ ments, free Fishery, Liberty of Foldage,
 ‘ free Warren, and View of Frankpledge,
 ‘ and whatever belongs to Frankpledge, with
 ‘ the Appurtenances, in his Demesne, as of
 ‘ Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is,
 ‘ by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereof he
 ‘ bringeth Suit, &c.

‘ And the said *Samuel* Tenant by his own
 ‘ Warranty defendeth his Right, when, &c.
 ‘ and saith, that the said *Hugh* did not dis-
 ‘ seise the said *Gilbert* of the said Manor,
 ‘ Tenements, free Fishery, Liberty of Fold-
 ‘ age, free Warren, and View of Frank-
 ‘ pledge, and whatever belongs to View of
 ‘ Frankpledge, with the Appurtenances, as
 ‘ the said *Gilbert* by his Writ and Declaration
 ‘ aforesaid above doth suppose; and of this
 ‘ he putteth himself upon the Country, &c.

‘ And

' And the said *Gilbert* thereupon craveth
 ' Leave to imparl, and he hath it, &c.
 ' And afterward the said *Gilbert* cometh
 ' again here into Court in this same Term in
 ' his proper Person, and the said *Edmund*,
 ' although solemnly called, cometh not again,
 ' but departed in Contempt of the Court, and
 ' maketh Default: Therefore it is * considered,
 ' that the said *Gilbert* do recover his Seisin
 ' against the said *Timothy* of the aforesaid
 ' Manor, Tenements, free Fishery, Liberty
 ' of Foldage, free Warren, and View of
 ' Frankpledge, and whatever belongs to the
 ' View of Frankpledge, with the Appurte-
 ' nances, and that the said *Timothy* have of
 ' the Land of the said *Otbo* to the Value,
 ' &c. And further, that the said *Otbo* have
 ' of the Land of the aforesaid *Edward* to the
 ' Value, &c. And furthermore, that the said
 ' *Edward* have over of the Land of the afore-
 ' said *Edmund* to the Value, &c. and the said
 ' *Edmund* in † Mercy, &c. And hereupon the
 ' said *Gilbert* prays a Writ of the Lord the
 ' King, to be directed to the Sheriff of the
 ' County aforesaid, to cause full Seisin of the
 ' aforesaid Manor, Tenements, free Fishery,
 ' Liberty of Foldage, free Warren, and View
 ' of Frankpledge, and whatever belongs to
 ' the View of Frankpledge, with the Appur-
 ' tenances, to be delivered to him, and it is
 ' granted to him, returnable here from the
 ' Day of *St. Martin* in fifteen Days, &c.
 ' at

* Some Clerks write *adjudged*, but it is considered seems the best Translation of *Consideratum est*.

† You must write the Word *Mercy* in the Margin of the Roll.

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‘ at which Day the said *Gilbert* cometh here
 ‘ into Court in his proper Person, and the
 ‘ Sheriff, namely Sir *S. T. Bart.* now return-
 ‘ eth that he, by Virtue of the aforesaid Writ
 ‘ to him directed, on the twenty-second Day
 ‘ of *November* last past, did cause full Seisin
 ‘ of the aforesaid Manor, Tenements, free
 ‘ Fishery, Liberty of Foldage, free Warren,
 ‘ and View of Frankpledge, and whatever
 ‘ belongs to the View of Frankpledge, with
 ‘ the Appurtenances, to be delivered to the
 ‘ aforesaid *Gilbert*, as by the said Writ he
 ‘ was commanded, &c.

*The Entry of a Recovery with quadruple
 Vouchers, all the Parties appearing in
 Person at the Bar.*

*Middlesex, W. G. and R. H. in their pro-
 to wit. per Persons demand against*
 ‘ *W. L.* one Messuage, one Garden, forty
 ‘ Acres of Land, sixty Acres of Meadow,
 ‘ sixty Acres of Pasture, and thirty Acres of
 ‘ Wood, with the Appurtenances, in *S.* and
 ‘ Common of Pasture for all Manner of
 ‘ Cattle in *Enfield*, as their Right and In-
 ‘ heritance, and into which the said *W. L.*
 ‘ hath not Entry but after the Disseisin, which
 ‘ *Hugh Hunt* thereof unjustly and without
 ‘ Judgment made to the aforesaid *W. G.*
 ‘ and *R. H.* within thirty Years, &c. And
 ‘ whereupon they say, that they were seised
 ‘ of the Tenements and Common afore-
 ‘ said, with the Appurtenances, in their De-
 ‘ mesne, as of Fee and Right, in Time of
 ‘ Peace,

Peace, in the Time of our Lord the King
that now is, by taking the Profits thereof
to the Value, &c. and into which, &c. and
thereof they bring Suit, &c.

And the aforesaid *W. L.* in his proper
Person cometh and defendeth his Right,
when, &c. and thereupon voucheth to
Warranty *J. C.* who is present here in
Court in his proper Person, and freely war-
ranteeth to him the Tenements and Com-
mon aforesaid, with the Appurtenances,
&c. And hereupon the said *W. G.* and
R. H. demand against the said *J. C.* Tenant
by his own Warranty, the Tenements and
Common aforesaid, with the Appurtenances,
in Manner aforesaid, &c. And whereupon
they say, that they were seised of the Tene-
ments and Common aforesaid, with the Ap-
purtenances, in their Demesne, as of Fee and
Right, in Time of Peace, in the Time of
our Lord the King that now is, by taking
the Profits thereof to the Value, &c. and
into which, &c. and thereupon they bring
Suit, &c.

And the aforesaid *J. C.* Tenant by his
own Warranty defendeth his Right, when,
&c. And thereupon further voucheth to
Warranty *F. C.* who is also present here in
Court in his proper Person, and freely war-
ranteeth to him the Tenements and Common
aforesaid, with the Appurtenances, &c. And
hereupon the aforesaid *W. G.* and *R. H.*
demand against the said *F. C.* Tenant by
his own Warranty, the Tenements and
Common aforesaid, with the Appurtenances,
in

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' in Manner aforesaid, &c. And whereupon
 ' they say, that they were seised of the Te-
 ' nements and Common aforesaid, with the
 ' Appurtenances, in their Demesne, as of
 ' Fee and Right, in Time of Peace, in the
 ' Time of our Lord the King that now is,
 ' by taking the Profits thereof to the Value,
 ' &c. and into which, &c. and thereupon
 ' they bring Suit, &c.

' And the aforesaid *F. C.* Tenant by his
 ' own Warranty defendeth his Right, when,
 ' &c. And thereupon further voucheth over
 ' to Warranty *W. S.* who is also present here
 ' in Court in his proper Person, and freely
 ' warranteth to him the Tenements and
 ' Common aforesaid, with the Appurtenances,
 ' &c. And hereupon the aforesaid *W. G.* and
 ' *R. H.* demand against the said *W. S.* Te-
 ' nant by his own Warranty, the Tenements
 ' and Common aforesaid, with the Appur-
 ' tenances, in Manner aforesaid, &c. And
 ' whereupon they say, that they were seised
 ' of the Tenements and Common aforesaid,
 ' with the Appurtenances, in their Demesne,
 ' as of Fee and Right, in Time of Peace, in
 ' the Time of our Lord the King that now
 ' is, by taking the Profits thereof to the
 ' Value, &c. and into which, &c. and there-
 ' upon they bring Suit, &c.

' And the aforesaid *W. S.* Tenant by his
 ' own Warranty defendeth his Right, when,
 ' &c. And thereupon further voucheth to
 ' Warranty *Edmund Wilson*, who is also pre-
 ' sent here in Court in his proper Person, and
 ' freely warranteth to him the Tenements
 ' and

‘ and Common aforefaid, with the Appurtenances, &c. And hereupon the aforefaid
 ‘ *W. G.* and *R. H.* demand againſt the ſaid
 ‘ *Edmund*, Tenant by his own Warranty, the
 ‘ Tenements and Common aforefaid, with
 ‘ the Appurtenances, in Manner aforefaid,
 ‘ &c. And whereupon they ſay, that they
 ‘ were ſeiſed of the Tenements and Common
 ‘ aforefaid, with the Appurtenances, in their
 ‘ Demeſne, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the King
 ‘ that now is, by taking the Profits thereof
 ‘ to the Value, &c. and into which, &c. and
 ‘ thereupon they bring Suit, &c.

‘ And the aforefaid *Edmund* Tenant by
 ‘ his own Warranty defendeth his Right,
 ‘ when, &c. and ſaith, that the aforefaid
 ‘ *Hugh Hunt* did not diſſeiſe the aforefaid
 ‘ *W. G.* and *R. H.* of the Tenements and
 ‘ Common aforefaid, with the Appurtenances,
 ‘ as the ſaid *W. G.* and *R. H.* by their Writ
 ‘ and Declaration above ſuppoſe; and of
 ‘ this he putteth himſelf upon the Country,
 ‘ &c.

‘ And the aforefaid *W. G.* and *R. H.*
 ‘ thereupon crave Leave to imparl, and
 ‘ they have it, &c. And afterwards the
 ‘ ſaid *W. G.* and *R. H.* come again here
 ‘ into Court in this ſame Term in their
 ‘ proper Perſons, and the ſaid *Edmund*,
 ‘ although ſolemnly * demanded, cometh not * Or called.
 ‘ again, but departed in Contempt of the
 ‘ Court, and maketh Default : Therefore it is
 ‘ conſidered, that the aforefaid *W. G.* and
 ‘ *R. H.* do recover their Seiſin againſt the
 ‘ ſaid

Mercy.

The two Persons named Sheriffs of London, are one Sheriff of Middlesex, so they are called Sheriff singularly.

‘ said *W. L.* of the Tenements and Common
 ‘ aforesaid, with the Appurtenances; and
 ‘ that the said *W. L.* have of the Lands
 ‘ of the aforesaid *J. C.* to the Value, &c.
 ‘ and that the aforesaid *J. C.* have of the
 ‘ Land of the aforesaid *F. C.* to the Value,
 ‘ &c. and that the aforesaid *F. C.* have over
 ‘ of the Land of the aforesaid *W. S.* to the
 ‘ Value, &c. and that the said *W. S.* have
 ‘ over of the Land of the said *Edmund* to
 ‘ the Value, &c. and the said *Edmund* in
 ‘ Mercy, &c. And hereupon the aforesaid
 ‘ *W. G.* and *R. H.* pray the Writ of our
 ‘ Lord the King, to be directed to the Sheriff
 ‘ of the County aforesaid, to cause them to
 ‘ have full Seisin of the Tenements and
 ‘ Common aforesaid, with the Appurtenances,
 ‘ and it is granted to them, returnable here
 ‘ in fifteen Days from the Day of *St. Martin*,
 ‘ &c. at which Day the aforesaid *W. G.*
 ‘ and *R. H.* come here into Court in their
 ‘ proper Persons, and the Sheriff, to wit,
 ‘ *G. H. Esq;* and *J. L. Knt.* now returns
 ‘ that he, by Viriue of the aforesaid Writ
 ‘ to him directed, on the twelfth Day of
 ‘ *November* last past, * caused the aforesaid
 ‘ *W. G.* and *R. H.* to have full Seisin of the
 ‘ Tenements and Common aforesaid, with
 ‘ the Appurtenances, as by the said Writ he
 ‘ was commanded, &c.

* Or, Caused full Seisin of the Tenements and Common aforesaid, with the Appurtenances, to be delivered to the said *W. G.* and *R. H.*

The Entry of a Recovery with five Vouchers, the Parties in Person.

Worcestershire, ‘ *Samuel Wilkes*, Gent. in Count against
to wit. ‘ his proper Person de-Tenant.

‘ mandeth against *Lewis Davys*, Gent. six
‘ Messuages, four Tofts, eight Gardens, three
‘ Hundred Acres of Land, sixty Acres of
‘ Meadow, and four Hundred Acres of Pa-
‘ sture, with the Appurtenances, in *D.W.*
‘ &c. as also four Salt-pits and sixteen Boile-
‘ ries of salt Water, with the Appurtenances,
‘ in the said Towns of *D.W.* &c. as his
‘ Right and Inheritance, and into which the
‘ same *Lewis* hath not Entry but after the
‘ Disseisin, which *Hugh Hunt* thereof un-
‘ justly and without Judgment hath made to
‘ the said *Samuel* within thirty Years, &c.
‘ And whereupon he saith, that he was seised
‘ of the Tenements, Salt-pits and Boileries
‘ aforesaid, with the Appurtenances, in his
‘ Demesne, as of Fee and Right, in Time of
‘ Peace, in the Time of our Lord the King
‘ that now is, by taking the Profits thereof
‘ to the Value, &c. and into which, &c.
‘ and thereof he bringeth Suit, &c.

‘ And the said *Lewis* in his proper Per-
‘ son cometh and defendeth his Right, when,
‘ &c. and thereupon voucheth to Warranty
‘ *Christopher Spooner*, who is present here in
‘ Court in his proper Person, and freely war-
‘ ranteth the Tenements, Salt-pits and Boile-
‘ ries aforesaid, with the Appurtenances, to
‘ the

*Count against
first Vouchee.*

‘ the said *Lewis, &c.* And hereupon the said
‘ *Samuel* demandeth against him the said
‘ *Christopher*, Tenant by his own Warranty, the
‘ Tenements, Salt-pits and Boileries aforesaid,
‘ with the Appurtenances, in Manner aforesaid,
‘ said, *&c.* And whereupon he saith, that
‘ he was seised of the Tenements, Salt-pits
‘ and Boileries aforesaid, with the Appurte-
‘ nances, in his Demesne, as of Fee and
‘ Right, in Time of Peace, in the Time of
‘ our Lord the King that now is, by taking
‘ the Profits thereof to the Value, *&c.* and
‘ into which, *&c.* and thereof he bringeth
‘ Suit, *&c.*

*Count against
second Vouchee.*

‘ And the said *Christopher* Tenant by his
‘ own Warranty defendeth his Right, when,
‘ *&c.* And thereupon further voucheth to
‘ Warranty *Bartholomew Jefferson*, Gent. who
‘ is present here in Court in his proper Per-
‘ son, and freely warranteth the Tenements,
‘ Salt-pits and Boileries aforesaid, with the
‘ Appurtenances, to the said *Christopher, &c.*
‘ And hereupon the said *Samuel* demandeth
‘ against the said *Christopher*, Tenant by his
‘ own Warranty, the Tenements, Salt-pits
‘ and Boileries aforesaid, with the Appurte-
‘ nances, in Manner aforesaid, *&c.* And where-
‘ upon he says, that he was seised of the Te-
‘ nements, Salt-pits and Boileries aforesaid,
‘ with the Appurtenances, in his Demesne,
‘ as of Fee and Right, in Time of Peace, in
‘ the Time of our Lord the King that now
‘ is, by taking Profits thereof to the Value,
‘ *&c.* and into which, *&c.* and thereof he
‘ bringeth Suit, *&c.*

‘ And

‘ And the said *Bartbolomew* Tenant by
 ‘ his own Warranty defendeth his Right,
 ‘ when, &c. And thereupon further voucheth
 ‘ to Warranty *Theophilus Gregory*, Gent.
 ‘ who is likewise present here in Court in
 ‘ his proper Person, and freely warranteth
 ‘ the Tenements, Salt-pits and Boileries a-
 ‘ foresaid, with the Appurtenances, to the
 ‘ said *Bartbolomew*, &c. And hereupon the *Count against*
 ‘ said *Samuel* demandeth against the said *three Vouchers*.
 ‘ *Theophilus*, Tenant by his own Warranty,
 ‘ the Tenements, Salt-pits and Boileries a-
 ‘ foresaid, with the Appurtenances, in Man-
 ‘ ner aforesaid, &c. And whereupon he
 ‘ says, that he was seised of the Tenements,
 ‘ Salt-pits and Boileries aforesaid, with the
 ‘ Appurtenances, in his Demesne, as of Fee
 ‘ and Right, in Time of Peace, in the Time
 ‘ of our Lord the King that now is, by ta-
 ‘ king the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereof he bring-
 ‘ eth Suit, &c.

‘ And the said *Theophilus* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Herbert Vincent*, Esq; who is like-
 ‘ wise present here in Court in his proper Per-
 ‘ son, and freely warranteth the Tenements,
 ‘ Salt-pits and Boileries aforesaid, with the
 ‘ Appurtenances, to the said *Theophilus*, &c.
 ‘ And hereupon the said *Samuel* demandeth *Count against*
 ‘ against the said *Herbert*, Tenant by his own *four Vouchers*.
 ‘ Warranty, the Tenements, Salt-pits and
 ‘ Boileries aforesaid, with the Appurtenances,
 ‘ in Manner aforesaid, &c. And whereupon
 T he

Of Recoveries.

‘ he saith, that he was seised of the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

‘ And the said *Herbert* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is likewise present here in Court in his proper Person, and freely warranteth the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, to the said *Herbert*, &c. And hereupon the said *Samuel* demandeth against the said *Edmund*, Tenant by his own Warranty, the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

‘ And the aforesaid *Edmund* Tenant by his own Warranty defendeth his own Right, when, &c. and saith, that the aforesaid *Hugh* did not disseise the said *Samuel* of the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, as the said *Samuel*
‘ by

Count against
Common
Vouches.

by his Writ and Declaration aforesaid above
doth suppose; and of this he putteth him-
self upon the Country, &c.

And the said *Samuel* thereupon craveth
Leave to imparl, and he hath it, &c. And
afterward the said *Samuel* cometh again here
into Court in this same Term in his proper
Person, and the said *Edmund*, although
solemnly called, cometh not again, but de-
parted in Contempt of the Court, and
maketh Default: Therefore it is considered,
that the said *Samuel* do recover his Seisin
against the said *Lewis* of the Tenements,
Salt-pits and Boileries aforesaid, with the
Appurtenances, and that the said *Lewis* have
of the Land of the said *Christopher* to the
Value, &c. And further, that the said
Christopher have of the Land of the said
Bartholomew to the Value, &c. And fur-
ther, that the said *Bartholomew* have of the
Land of the said *Theophilus* to the Value,
&c. And further, that the said *Theophilus*
have of the Land of the said *Herbert* to
the Value, &c. And furthermore, that the
said *Herbert* have over of the Land of the
aforesaid *Edmund* to the Value, &c. And
the said *Edmund* in Mercy, &c. And here-
upon the said *Samuel* craves a Writ of the
Lord the King, to be directed to the Sheriff
of the County aforesaid, to cause full Seisin
of the Tenements, Salt-pits and Boileries
aforesaid, with the Appurtenances, to be
delivered to him, and it is granted to him,
returnable here forthwith, &c. Afterward,

Of Recoveries.

‘ that is to say, on the twenty-eighth Day of
 ‘ *November* in this same Term the said *Samuel*
 ‘ cometh here into Court in his proper Per-
 ‘ son, and the Sheriff, namely *J. W. Esq;*
 ‘ now returneth that he, by Virtue of the
 ‘ aforesaid Writ to him directed, on the
 ‘ twenty-fourth Day of the same Month of
 ‘ *November* did cause full Seisin of the Te-
 ‘ nements, Salt-pits and Boileries aforesaid,
 ‘ with the Appurtenances, to be delivered to
 ‘ the said *Samuel*, as by the said Writ he was
 ‘ commanded, &c.

*Entry of a Recovery with six Vouchers,
 the Parties in Person.*

Lincolnshire, ‘ *Jonathan Stubblebill*, Gent. in
 ‘ to wit. ‘ His proper Person demand-
 ‘ eth against *Salathiel Carney*, Gent. the Ma-
 ‘ nors of *G. L.* and *A.* with the Appurte-
 ‘ nances, and the Scite of the Manor of *D.*
 ‘ with the Appurtenances, as also twenty
 ‘ Messuages, twelve Tofts, four Mills, twenty
 ‘ Dovehouses, thirty Gardens, two Thousand
 ‘ Acres of Land, three Hundred Acres of
 ‘ Meadow, one Thousand and five Hundred
 ‘ Acres of Pasture, one Hundred and fifty
 ‘ Acres of Wood, two Hundred Acres of
 ‘ Moor, two Thousand Acres of Marsh, one
 ‘ Hundred and fifty Acres of Land covered
 ‘ with Water, ten Pounds thirteen Shillings
 ‘ and Four-pence Rent, Common of Pasture
 ‘ for all and all Manner of Cattle, Common
 ‘ of

of Turbary, Common of Estovers, Pasture
 for one Hundred Oxen and four Hundred
 and fifty Sheep, free Fishery in the Water
 of *L.* a Fair and Market, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, with the Appurtenances, in *G.*
L. A. C. F. and *R.* and also the Recto-
 ries of *G. L. C.* and *R.* and Prebend of
 the Church of *L.* with the Appurtenances,
 and also the Advowsons of the Vicarages
 of the Churches of *A.* and *F.* as his Right
 and Inheritance, and into which the same
Salathiel hath not Entry but after the Dis-
 seisin, which *Hugh Hunt* thereof unjustly
 and without Judgment hath made to the
 said *Jonathan* within thirty Years, &c.
 And whereupon he saith, that he was seised
 of the Manors, Scite, Tenements, Rent,
 Commons, Pasture, free Fishery, Fair,
 Market, View of Frankpledge, Goods and
 Chattels of Felons and Fugitives, Rectories
 and Prebend aforesaid, with the Appurte-
 nances, in his Demesne, as of Fee and
 Right, and of the Advowsons aforesaid, as
 of Fee and Right, in Time of Peace, in
 the Time of our Lord the King that now
 is, by taking the Profits thereof to the
 Value, &c. and into which, &c. and there-
 of he bringeth Suit, &c.

And the said *Salathiel* in his proper Per-
 son cometh and defendeth his Right, when,
 &c. And thereupon voucheth to Warranty
Uriah Turbevil, Gent. who is present here
 in Court in his proper Person, and freely
 warranteth the Manors, Scite, Tenements,

Of Recoveries.

‘ Rent, Commons, Pasture, free Fishery,
 ‘ Fair, Market, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Rec-
 ‘ tories and Prebend aforesaid, with the Ap-
 ‘ purtenances and Advowsons aforesaid, to
 ‘ the said *Salatbiel*, &c. And hereupon the
 ‘ said *Jonathan* demandeth against the said
 ‘ *Uriab*, Tenant by his own Warranty, the
 ‘ Manors, Scite, Tenements, Rent, Com-
 ‘ mons, Pasture, free Fishery, Fair, Market,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ of Felons and Fugitives, Rectories and
 ‘ Prebend aforesaid, with the Appurtenances
 ‘ and Advowsons aforesaid, in Manner afore-
 ‘ said, &c. And whereupon he saith, that
 ‘ he was seised of the Manors, Scite, Tene-
 ‘ ments, Rent, Commons, Pasture, free
 ‘ Fishery, Fair, Market, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, and of the Advow-
 ‘ sons aforesaid, as of Fee and Right, in
 ‘ Time of Peace, in the Time of our Lord
 ‘ the King that now is, by taking the Pro-
 ‘ fits thereof to the Value, &c. and into
 ‘ which, &c. and thereof he bringeth Suit,
 ‘ &c.

‘ And the said *Uriab* Tenant by his own
 ‘ Warranty defendeth his Right, when, &c.
 ‘ And thereupon further voucheth to War-
 ‘ ranty *Andrew Mitcham*, Gent. who is like-
 ‘ wise present here in Court in his proper Per-
 ‘ son, and freely warranteth the Manors, Scite,
 ‘ Tenements, Rent, Commons, Pasture,
 ‘ free

‘ free Fishery, Fair, Market, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances and Advowsons a-
 ‘ fore said, to the said *Uriah*, &c. And here-
 ‘ upon the said *Jonathan* demandeth against
 ‘ the said *Andrew*, Tenant by his own War-
 ‘ ranty, the Manors, Scite, Tenements,
 ‘ Rent, Commons, Pasture, free Fishery,
 ‘ Fair, Market, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Rec-
 ‘ tories and Prebend aforesaid, with the Ap-
 ‘ purtenances and Advowsons aforesaid, in
 ‘ Manner aforesaid, &c. And whereupon he
 ‘ saith, that he was seised of the Manors,
 ‘ Scite, Tenements, Rent, Commons, Pa-
 ‘ sture, free Fishery, Fair, Market, View
 ‘ of Frankpledge, Goods and Chattels of
 ‘ Felons and Fugitives, Rectories and Prebend
 ‘ aforesaid, with the Appurtenances, in his
 ‘ Demesne, as of Fee and Right, and of
 ‘ the Advowsons aforesaid, as of Fee and
 ‘ Right, in Time of Peace, in the Time of
 ‘ our Lord the King that now is, by taking
 ‘ the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereof he bringeth
 ‘ Suit, &c.

‘ And the said *Andrew* Tenant by his own
 ‘ Warranty defendeth his Right, when, &c.
 ‘ And thereupon further voucheth to War-
 ‘ ranty *Conrade Arpin*, Gent. who is also pre-
 ‘ sent here in Court in his proper Person, and
 ‘ freely warranteth the Manors, Scite, Tene-
 ‘ ments, Rent, Commons, Pasture, free
 ‘ Fishery, Fair, Market, View of Frank-
 ‘ pledge,

‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances and Advowsons a-
 ‘ foresaid, to the said *Andrew*, &c. And here-
 ‘ upon the said *Jonathan* demandeth against
 ‘ the said *Conrade*, Tenant by his own War-
 ‘ ranty, the Manors, Scite, Tenements, Rent,
 ‘ Commons, Pasture, free Fishery, Fair,
 ‘ Market, View of Frankpledge, Goods and
 ‘ Chattels of Felons and Fugitives, Rectories
 ‘ and Prebend aforesaid, with the Appurte-
 ‘ nances and Advowsons aforesaid, in Manner
 ‘ aforesaid, &c. And whereupon he saith,
 ‘ that he was seised of the Manors, Scite,
 ‘ Tenements, Rent, Commons, Pasture, free
 ‘ Fishery, Fair, Market, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, and of the Advow-
 ‘ sons aforesaid, as of Fee and Right, in
 ‘ Time of Peace, in the Time of our Lord
 ‘ the King that now is, by taking the Pro-
 ‘ fits thereof to the Value, &c. and into
 ‘ which, &c. and thereof he bringeth Suit,
 ‘ &c.

‘ And the said *Conrade* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Silvester Parsons*, Gent. who is
 ‘ also present here in Court in his proper Per-
 ‘ son, and freely warranteth the Manors,
 ‘ Scite, Tenements, Rent, Commons, Pa-
 ‘ sture, free Fishery, Fair, Market, View of
 ‘ Frankpledge, Goods and Chattels of Felons
 ‘ and

and Fugitives, Rectories and Prebend afore-
 said, with the Appurtenances and Advow-
 sons afore said, to the said *Conrade, &c.* And
 hereupon the said *Jonathan* demandeth a-
 gainst the said *Silvester*, Tenant by his own
 Warranty, the Manors, Scite, Tenements,
 Rent, Commons, Pasture, free Fishery,
 Fair, Market, View of Frankpledge, Goods
 and Chattels of Felons and Fugitives, Rec-
 tories and Prebend afore said, with the Ap-
 purtenances and Advowsons afore said, in
 Manner afore said, &c. And whereupon he
 saith, that he was seised of the Manors, Scite,
 Tenements, Rent, Commons, Pasture, free
 Fishery, Fair, Market, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, Rectories and Prebend afore-
 said, with the Appurtenances, in his De-
 mesne, as of Fee and Right, and of the
 Advowsons afore said, as of Fee and Right,
 in Time of Peace, in the Time of our
 Lord the King that now is, by taking the
 Profits thereof to the Value, &c. and into
 which, &c. and thereof he bringeth Suit,
 &c.

And the said *Silvester* Tenant by his own
 Warranty defendeth his Right, when, &c.
 And thereupon further voucheth to War-
 ranty *Abraham Goring*, Gent. who is also
 present here in Court in his proper Person,
 and freely warranteth the Manors, Scite,
 Tenements, Rent, Commons, Pasture, free
 Fishery, Fair, Market, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, Rectories and Prebend afore said,
 with the Appurtenances and Advowsons a-
 fore said,

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' aforesaid, to the said *Silvester*, &c. And here-
 ' upon the said *Jonathan* demandeth against
 ' the said *Abraham*, Tenant by his own War-
 ' ranty, the Manors, Scite, Tenements, Rent,
 ' Commons, Pasture, free Fishery, Fair, Mar-
 ' ket, View of Frankpledge, Goods and Chat-
 ' tels of Felons and Fugitives, Rectories and
 ' Prebend aforesaid, with the Appurtenances
 ' and Advowsons aforesaid, in Manner afore-
 ' said, &c. And whereupon he saith, that he
 ' was seised of the Manors, Scite, Tenements,
 ' Rent, Commons, Pasture, free Fishery,
 ' Fair, Market, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Rec-
 ' tories and Prebend aforesaid, with the Ap-
 ' purtenances, in his Demesne, as of Fee
 ' and Right, and of the Advowsons aforesaid,
 ' as of Fee and Right, in Time of Peace,
 ' in the Time of our Lord the King that
 ' now is, by taking the Profits thereof to
 ' the Value, &c. and into which, &c. and
 ' thereof he bringeth Suit, &c.

' And the said *Abraham* Tenant by his
 ' own Warranty defendeth his Right, when,
 ' &c. And thereupon further voucheth to
 ' Warranty *Edmund Wilson*, who is also present
 ' here in Court in his proper Person, and freely
 ' warranteth the Manors, Scite, Tenements,
 ' Rent, Commons, Pasture, free Fishery,
 ' Fair, Market, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Rec-
 ' tories and Prebend aforesaid, with the Ap-
 ' purtenances and Advowsons aforesaid, to
 ' the said *Abraham*, &c. And hereupon the
 ' said *Jonathan* demandeth against the said
 ' *Edmund*

‘ *Edmund*, Tenant by his own Warranty, the
 ‘ Manors, Scite, Tenements, Rent, Com-
 ‘ mons, Pasture, free Fishery, Fair, Market,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ of Felons and Fugitives, Rectories and
 ‘ Prebend aforesaid, with the Appurtenances
 ‘ and Advowsons aforesaid, in Manner afore-
 ‘ said, &c. And whereupon he saith, that
 ‘ he was seised of the Manors, Scite, Te-
 ‘ nements, Rent, Commons, Pasture, free
 ‘ Fishery, Fair, Market, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, and of the Advow-
 ‘ sons aforesaid, as of Fee and Right, in
 ‘ Time of Peace, in the Time of our Lord
 ‘ the King that now is, by taking the Profits
 ‘ thereof to the Value, &c. and into which,
 ‘ &c. and thereof he bringeth Suit, &c.

‘ And the said *Edmund* Tenant by his own
 ‘ Warranty defendeth his Right, when, &c.
 ‘ and saith, that the said *Hugh* did not dis-
 ‘ seise the said *Jonathan* of the Manors, Scite,
 ‘ Tenements, Rent, Commons, Pasture, free
 ‘ Fishery, Fair, Market, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances and of the Ad-
 ‘ vowsons aforesaid, as the said *Jonathan* by
 ‘ his Writ and Declaration aforesaid above
 ‘ doth suppose; and of this he putteth him-
 ‘ self upon the Country, &c.

‘ And the said *Jonathan* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ after-

‘ afterward the said *Jonathan* cometh again
 ‘ here into Court in this same Term in his
 ‘ proper Person, and the said *Edmund*, altho’
 ‘ solemnly called, cometh not again, but de-
 ‘ parted in Contempt of the Court, and
 ‘ maketh Default: Therefore it is considered,
 ‘ that the said *Jonathan* do recover his Seisin a-
 ‘ gainst the said *Salathiel* of the Manors, Scite,
 ‘ Tenements, Rent, Commons, Pasture,
 ‘ free Fishery, Fair, Market, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Rectories and Prebend aforesaid,
 ‘ with the Appurtenances and of the Advow-
 ‘ sons aforesaid, and that the said *Salathiel*
 ‘ have of the Land of the said *Uriab* to the
 ‘ Value, *£c.* And further, that the said
 ‘ *Uriab* have of the Land of the said *Andrew*
 ‘ to the Value, *£c.* And further, that the said
 ‘ *Andrew* have over of the Land of the said
 ‘ *Conrade* to the Value, *£c.* And further,
 ‘ that the said *Conrade* have over of the Land
 ‘ of the said *Silvester* to the Value, *£c.* And
 ‘ further, that the said *Silvester* have over of
 ‘ the Land of the said *Abraham* to the Value,
 ‘ *£c.* And furthermore, that the said *Abra-*
 ‘ *bam* have over of the Land of the said *Ed-*
 ‘ *mund* to the Value, *£c.* And the said *Ed-*
 ‘ *mund* in Mercy, *£c.* And hereupon the said
 ‘ *Jonathan* prays a Writ of the Lord the King,
 ‘ to be directed to the Sheriff of the County
 ‘ aforesaid, to cause full Seisin of the Manors,
 ‘ Scite, Tenements, Rent, Commons, Pa-
 ‘ sture, free Fishery, Fair, Market, View of
 ‘ Frankpledge, Goods and Chattels of Felons
 ‘ and Fugitives, Rectories and Prebend afore-
 ‘ said,

' said, with the Appurtenances and of the Ad-
 ' vowsons aforesaid, to be delivered to him,
 ' and it is granted to him, returnable here
 ' forthwith, &c. Afterward, that is to say,
 ' on the twelfth Day of *February* in this same
 ' Term the said *Jonathan* cometh here into
 ' Court in his proper Person, and the Sheriff,
 ' namely Sir *T. M. Knt.* now returneth that
 ' he, by Virtue of the aforesaid Writ to
 ' him directed, on the ninth Day of the same
 ' Month of *February* last past, caused full
 ' Seisin of the Manors, Scite, Tenements,
 ' Rent, Commons, Pasture, free Fishery,
 ' Fair, Market, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Rec-
 ' tories and Prebend aforesaid, with the Ap-
 ' purtenances and of the Advowsons aforesaid,
 ' to be delivered to the aforesaid *Jonathan*, as
 ' by the said Writ he was commanded, &c.

After you have drawn out the Recovery,
 you are to enter it on a Plea-Roll, which you
 may have out of the Prothonotary's Office
 wherein you practice, or intend to enter the
 Recovery.

You are then to exemplify it on Parchment
 or Vellum, stamp'd with a double *5 s.* Stamp,
 in the following Form.

The

The Exemplification of a Recovery where the Parties appear in Person at the Bar, and the Writ of Seisin is returned at the Time of the Teste of the Exemplification.

The Exemplification of a Recovery.

GEORGE the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. To all to whom these Our present Letters shall come, Greeting: Know ye, that among the Pleas of Land inrolled at *Westminster* before Sir *John Willes*, Knt. and his * Companions, our Justices of the Bench, † on the, &c. (*the Return of the Writ of Entry*) in the Term of ——— in the ——— Year of our Reign, upon the ——— Roll, (*the Number of the Roll or Rolls on which the Recovery is entered*) it is thus contained: *Kent, to wit.* * *Marmaduke Stevenson*, Gent. in his proper Person demandeth against *Matthew Wilson*, Gent. the Honor of *A.* with the Appurtenances, the Castle of *B.* with the Appurtenances, the Manor of *C.* with the Appurtenances, the Forest of *D.* with the Appurtenances, the
Chafe

* *Sociis*, some translate it *Associates* or *Brethren*, but *Companions* seems the best Word.

† When the Recovery is suffered at Bar, insert the Return of the Writ of Entry.

' Chase of *E.* with the Appurtenances, and
 ' the Park of *F.* with the Appurtenances, and
 ' the Scite of the late Monastery of *K.* with
 ' the Appurtenances, and also forty Messuages,
 ' twenty Cottages, thirty Tofts, ten Mills,
 ' sixty Dovehouses, fifty Gardens, six Thou-
 ' sand Acres of Land, six Hundred Acres of
 ' Meadow, ten Thousand Acres of Pasture,
 ' two Thousand Acres of Wood, four Thou-
 ' sand Acres of salt Marsh, eighty Pounds
 ' Rent, and the Rent of one Thousand five
 ' Hundred Cocks, and two Thousand Hens,
 ' with the Appurtenances, and also the Of-
 ' fice of Bailiff of *C.* with the Appurtenances,
 ' and Common of Pasture for all and all
 ' Manner of Cattle, and three Wharfs and
 ' four Keys, with the Appurtenances, and
 ' also a Fair and Market, with the Appur-
 ' tenances, and Court-Leet, Court-Baron, and
 ' View of Frankpledge, with the Appurte-
 ' nances, and Goods and Chattels of Felons
 ' and Fugitives, Felons of themselves, Estrays,
 ' Deodands, and Goods and Chattels waived
 ' and put in *Exigent*, also the Rectories of
 ' *A. B. C. D. E.* and *F.* with the Appurte-
 ' nances, and all and all Manner of Tithes to
 ' the said Rectories belonging and appertain-
 ' ing, in *A. B. C. D. E. F.* and *H.* as his
 ' Right and Inheritance, and into which
 ' the said *Matthew* has not Entry but after
 ' the Disseisin, which *Hugh Hunt* thereupon
 ' unjustly and without Judgment made to the
 ' aforesaid *Marmaduke* within thirty Years,
 ' &c. And whereupon he says, that he was
 ' seised

Of Recoveries.

' seised of the aforesaid Honor, Castle, Ma-
 ' nor, Forest, Chase, Park, Scite, Tene-
 ' ments, Rents, Office, Common, Wharfs,
 ' Keys, Fair, Market, Court-Leet, Court-
 ' Baron, View of Frankpledge, Goods and
 ' Chattels of Felons and Fugitives, Felons of
 ' themselves, Estrays, Deodands, Goods and
 ' Chattels waived and put in *Exigent*, and
 ' Rectories aforesaid, with the Appurte-
 ' nances, and of the Tithes aforesaid, in his
 ' Demesne, as of Fee and Right, in Time of
 ' Peace, in the Time of our Lord the King
 ' that now is, by taking the Profits thereof
 ' to the Value, &c. and into which, &c.
 ' and thereupon he bringeth Suit, &c. And
 ' the aforesaid *Matthew* in his proper Person
 ' cometh and defendeth his Right, when,
 ' &c. and thereupon voucheth to War-
 ' ranty *Joseph Philpot*, Esq; who is present
 ' here in Court in his proper Person, and
 ' freely warranteth the aforesaid Honor,
 ' Castle, Manor, Forest, Chase, Park, Scite,
 ' Tenements, Rents, Office, Common, Wharfs,
 ' Keys, Fair, Market, Court-Leet, Court-
 ' Baron, View of Frankpledge, Goods and
 ' Chattels of Felons and Fugitives, Felons of
 ' themselves, Estrays, Deodands, Goods and
 ' Chattels waived and put in *Exigent*, and Rec-
 ' tories aforesaid, with the Appurtenances,
 ' and also the Tithes aforesaid, to the said
 ' *Matthew*, &c. And upon this the aforesaid
 ' *Marmaduke* demandeth against the said *Jo-*
 ' *seph*, Tenant by his own Warranty, the afore-
 ' said Honor, Castle, Manor, Forest, Chase,
 ' Park,

‘ Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also the Tithes aforesaid, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also the Tithes aforesaid, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

‘ And the aforesaid *Joseph* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Martin Lyster*, Esq; who is likewise present here in Court in his proper Person, and freely warranteth the aforesaid Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet,

U

‘ Court-

Of Recoveries.

‘ Court-Baron, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Fe-
 ‘ lons of themselves, Estrays, Deodands,
 ‘ Goods and Chattels waived and put in *Exi-*
 ‘ *gent*, and Rectories aforesaid, with the Ap-
 ‘ purtenances, and also the Tithes aforesaid
 ‘ to the said *Joseph*, &c. And hereupon the
 ‘ aforesaid *Marmaduke* demandeth against the
 ‘ said *Martin*, Tenant by his Warranty, the
 ‘ Honor, Castle, Manor, Forest, Chase, Park,
 ‘ Scite, Tenements, Rents, Office, Common,
 ‘ Wharfs, Keys, Fair, Market, Court-Leet,
 ‘ Court-Baron, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Fe-
 ‘ lons of themselves, Estrays, Deodands,
 ‘ Goods and Chattels waived and put in *Exi-*
 ‘ *gent*, and Rectories aforesaid, with the Ap-
 ‘ purtenances, and also the Tithes aforesaid,
 ‘ in Manner aforesaid, &c. And whereupon
 ‘ he says, that he was seised of the Honor,
 ‘ Castle, Manor, Forest, Chase, Park, Scite,
 ‘ Tenements, Rents, Office, Common,
 ‘ Wharfs, Keys, Fair, Market, Court-Leet,
 ‘ Court-Baron, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Fe-
 ‘ lons of themselves, Estrays, Deodands,
 ‘ Goods and Chattels waived and put in *Exi-*
 ‘ *gent*, and Rectories aforesaid, with the Ap-
 ‘ purtenances, and also the Tithes aforesaid,
 ‘ in his Demesne, as of Fee and Right, in
 ‘ Time of Peace, in the Time of our Lord
 ‘ the King that now is, by taking the Profits
 ‘ thereof to the Value, &c. and into which,
 ‘ &c. and thereupon he bringeth Suit, &c.
 ‘ And

And the aforesaid *Martin* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Luke Edolph*, Gent. who is likewise present here in Court in his proper Person, and freely warranteth the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also the Tithes aforesaid, to the said *Martin*, &c. And hereupon the aforesaid *Marmaduke* demandeth against the said *Luke*, Tenant by his own Warranty, the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also the Tithes aforesaid, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of

U 2

Felons

Of Recoveries.

‘ Felons and Fugitives, Felons of themselves,
 ‘ Estrays, Deodands, Goods and Chattels
 ‘ waived and put in *Exigent*, and Rectories
 ‘ aforesaid, with the Appurtenances, and also
 ‘ the Tithes aforesaid, in his Demesne, as of
 ‘ Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is,
 ‘ by taking Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereupon he
 ‘ bringeth Suit, &c.

‘ And the aforesaid *Luke* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Edmund Wilson*, who is also pre-
 ‘ sent here in Court in his proper Person, and
 ‘ freely warranteth the Honor, Castle, Manor,
 ‘ Forest, Chase, Park, Scite, Tenements,
 ‘ Rents, Office, Common, Wharfs, Keys,
 ‘ Fair, Market, Court-Leet, Court-Baron,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ of Felons and Fugitives, Felons of them-
 ‘ selves, Estrays, Deodands, Goods and Chat-
 ‘ tels waived and put in *Exigent*, and Rec-
 ‘ tories aforesaid, with the Appurtenances,
 ‘ and also the Tithes aforesaid, to the said
 ‘ *Luke*, &c. And hereupon the aforesaid
 ‘ *Marmaduke* demandeth against the said *Ed-*
 ‘ *mund*, Tenant by his Warranty, the Honor,
 ‘ Castle, Manor, Forest, Chase, Park, Scite,
 ‘ Tenements, Rents, Office, Common,
 ‘ Wharfs, Keys, Fair, Market, Court-Leet,
 ‘ Court-Baron, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Fe-
 ‘ lons of themselves, Estrays, Deodands,
 ‘ Goods

‘ Goods and Chattels waived and put in *Exigent*, and Rectories aforefaid, with the Appurtenances,, and alfo the Tithes aforefaid, in Manner aforefaid, &c. And whereupon he fays, that he was feifed of the Honor, Castle, Manor, Forest, Chafe, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themfelves, Eft rays, Deodands, Goods and Chattels waived and put in *Exigent*, and Rectories aforefaid, with the Appurtenances, and alfo the Tithes aforefaid, in his Demefne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

‘ And the aforefaid *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and faith, that the aforefaid *Hugh* did not diffeife the faid *Marmaduke* of the Honor, Castle, Manor, Forest, Chafe, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themfelves, Eft rays, Deodands, Goods and Chattels waived and put in *Exigent*, and Rectories aforefaid, with the Appurtenances, and alfo the Tithes aforefaid, as the faid *Marmaduke* by his Writ and Declaration

Of Recoveries.

‘ aforeſaid above doth ſuppoſe ; and of this
 ‘ he putteth himſelf upon the Country, &c.

‘ And the aforeſaid *Marmaduke* thereupon
 ‘ craveth Leave to imparl, and he hath it,
 ‘ &c. And afterwards the ſaid *Marmaduke*
 ‘ cometh again here into Court in this ſame
 ‘ Term in his proper Perſon, and the afore-
 ‘ ſaid *Edmund*, although ſolemnly called,
 ‘ cometh not again, but departed in Con-
 ‘ tempt of the Court, and maketh Default :
 ‘ Therefore it is conſidered, that the aforeſaid
 ‘ *Marmaduke* do recover his Seiſin againſt the
 ‘ ſaid *Matthew* of the Honor, Caſtle, Manor,
 ‘ Foreſt, Chaſe, Park, Scite, Tenements,
 ‘ Rents, Office, Common, Wharfs, Keys,
 ‘ Fair, Marker, Court-Leet, Court-Baron,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ of Felons and Fugitives, Felons of them-
 ‘ ſelves, Eſtrays, Deodands, Goods and Chat-
 ‘ tels waived and put in *Exigent*, and Rec-
 ‘ tories aforeſaid, with the Appurtenances,
 ‘ and alſo the Tithes aforeſaid, and that the
 ‘ ſaid *Matthew* have of the Land of the afore-
 ‘ ſaid *Joſeph* to the Value, &c. And that
 ‘ the ſaid *Joſeph* have over of the Land of
 ‘ the aforeſaid *Martin* to the Value, &c.
 ‘ And that the ſaid *Martin* have over of the
 ‘ Land of the aforeſaid *Luke* to the Value,
 ‘ &c. And that the ſaid *Luke* have over of
 ‘ the Land of the aforeſaid *Edmund* to
 ‘ the Value, &c. And the ſaid *Edmund* in
 ‘ Mercy, &c. And hereupon the ſaid *Mar-*
 ‘ *maduke* prays a Writ of our Lord the King,
 ‘ to be directed to the Sheriff of the County
 ‘ afore-

' aforeſaid, to cauſe him to have full Seiſin of
 ' the Honor, Caſtle, Manor, Foreſt, Chaſe,
 ' Park, Scite, Tenements, Rents, Office,
 ' Common, Wharfs, Keys, Fair, Market,
 ' Court-Leet, Court-Baron, View of Frank-
 ' pledge, Goods and Chattels of Felons and
 ' Fugitives, Felons of themſelves, Eſtrays,
 ' Deodands, Goods and Chattels waived and
 ' put in *Exigent*, and Rectories aforeſaid,
 ' with the Appurtenances, and alſo the Tithes
 ' aforeſaid, and it is granted to him, return-
 ' able here * without delay, &c. Afterwards, * Or forth-
 ' to wit, on the 12th Day of *February* in this with.
 ' ſame Term, the aforeſaid *Marmaduke* cometh
 ' here into Court in his proper Perſon, and
 ' the Sheriff, to wit, Sir *A. L.* Knt. now re-
 ' turneth that he, by Virtue of the aforeſaid
 ' Writ to him directed, on the ninth Day of
 ' *February* laſt paſt, cauſed the ſaid *Marma-*
 ' *duke* to have full Seiſin of the Honor,
 ' Caſtle, Manor, Foreſt, Chaſe, Park, Scite,
 ' Tenements, Rents, Office, Common,
 ' Wharfs, Keys, Fair, Market, Court-Leet,
 ' Court-Baron, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Fe-
 ' lons of themſelves, Eſtrays, Deodands,
 ' Goods and Chattels waived and put in *Exi-*
 ' *gent*, and Rectories aforeſaid, with the Ap-
 ' purtenances, and alſo the Tithes aforeſaid,
 ' as by the ſaid Writ he was commanded,
 ' &c. All and ſingular which Premiſſes, at
 ' the Requeſt of the ſaid *Marmaduke*, we
 ' have cauſed to be exemplified, by the Te-
 ' nor of theſe Preſents. *In Witneſs* whereof

Of Recoveries.

‘ we have caused our Seal, appointed to seal
 ‘ Writs in the Bench aforesaid, to be affixed
 ‘ to these Presents. Witness Sir *John Willes*,
 ‘ Knt, at *Westminster* the — Day of —
 ‘ in the — Year of our Reign.

*Of the Teste of
 the Exemplifi-
 cation.*

The Recovery is generally exemplified the same Term it is suffered; the Exemplification must bear Teste some Day in Term, and after the Return of the Writ of Seisin, unless you shall be obliged to make the Writ of Seisin returnable in the next Term after the Recovery suffered, as you will see in the Directions hereafter given for making out and returning the Writ of Seisin, and then you Teste the Exemplification the last Day of the Term the Recovery was suffered.

*How when the
 Writ of Seisin
 is returnable
 of a subsequent
 Term.*

When the Writ of Seisin is returnable in the subsequent Term, you cannot enter the Sheriff's Return of the Writ in the Body of the Exemplification; it would be absurd to make an Exemplification of *Michaelmas* Term, and therein to state a Matter done in Court the *Hilary* Term following; therefore in such Case you only enter the Award of the Writ of Seisin, as thus, after the Words, *In Mercy, &c.* And bereupon the said M. prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives,
 Felons

Felons of themselves, Estrays, Deodands, Goods and Chattels waived and put in Exigent, and Rectories aforesaid, with the Appurtenances, and also the Tithes aforesaid, and it is granted to him, returnable here on the Octave of St. Hilary, &c. All and singular which Premisses, at the Request of the said M. by the Tenor of these Presents, we have commanded to be exemplified, &c. as before.

And then upon the Folding up of the Exemplification, you enter the Sheriff's Return thus: *At which Day the aforesaid M. (the Demandant) comes here in his proper Person, and the Sheriff, to wit, Sir A. L. Knt. now returneth that he, by Virtue of the aforesaid Writ to him directed, on the — Day of — last past, (as to the Day, vide postea the Return of the Writ of Seisin) caused the said M. to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived and put in Exigent, and Rectories aforesaid, with the Appurtenances, and of the Tithes aforesaid, as by the said Writ he was commanded, &c.*

The Exemplification being thus prepared, you make out a Writ of Seisin in this Form :

Writ

Writ of Seisin.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To the Sheriff of *Yorkshire*, Greeting: Know you, that *E. G. Esq;* in our Court before our Justices at *Westminster*, has recovered his Seisin against *C. B. Gent.* of one Messuage and twenty Acres of Land, with the Appurtenances, in C. by our Writ of Entry *Sur Disseisin in le Post*: And therefore we command you, that without delay you cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said *E.* and in what Manner you shall have executed this our Precept, you make to appear to our Justices at *Westminster* on the *Ostave* of *St. Hillary*, and have you there this Writ. Witness Sir *John Willes*, Knt. at *Westminster* the twenty-eighth Day of *November* in the fourteenth Year of our Reign.

Cook.

This Writ should bear Teste the fourth Day inclusive after the Return of the Writ of Entry, or last Writ of Summons, when the Vouchee comes in by Summons.

There ought to be fifteen Days between the Teste and Return of this Writ.

If the Writ of Entry or last Writ of Summons (when you proceed by Summons) is returnable

turnable too late in the Term, that you cannot make your Writ of Seisin returnable in that Term, then you make it returnable *indilate*, without delay.

If the Writ of Entry or last Writ of Summons be returnable the last Return of a Term, then the Writ of Seisin must be returnable the first Return of next Term, unless the next Term be *Trinity* Term, and then it must be returnable on the second Return of that Term.

This Writ is to be signed by the Prothonotary, and sealed at the Seal-Office; you do not pay the Prothonotary for signing it till he signs the Exemplification.

Then you get it, together with the Writ of Entry, returned at the Return-Office, as before directed, *fo*.

The Return of the Writ of Seisin.

BY Virtue of this Writ to me directed *
on the sixth Day of *December* in the
Year

* Any Day, not being *Sunday*, after the Teste of the Writ, so as a Man might be reasonably supposed to have been capable of riding from *Westminster* to the Place where the Land lay, and back again, within that Time; for which Purpose ten Days is a reasonable Time, if the Lands lay in the furthest Part of *England*.

Of Recoveries.

Year within written, I caused full Seisin of the Tenements within specified, with the Appurtenances, to be delivered to the within named *E.* as I am within commanded.

Sir L. P. Bart. Sheriff.

After the Recovery is passed at Bar, the Writ of Entry sued out and passed through the Offices, (as before directed) the whole Proceedings entred on the Plea-Roll, the Exemplification ingrossed, and the Writ of Seisin made out, signed, sealed and returned, you carry the Roll or Rolls, Writ of Entry, and Exemplification, to the Prothonotary's Office, there you enter the *Præcipe*, and the Teste and Return of the Writ of Entry, on the Recovery Remembrance-Roll, in this Manner, according to the Nature of the Case, in a large Hand.

*Entry of the
Præcipe on
the Remem-
brance.*

*Devonshire, Command C. F. that justly,
to wit. &c. he render to W. M.
Esq; four Messuages, four Gardens, two
Hundred Acres of Land, one Hundred
Acres of Meadow, three Hundred Acres of
Pasture, forty Acres of Wood, and three
Hundred Acres of Furze and Heath, with
the Appurtenances, in E. which he claim-
eth, &c. [Now in a small Hand] Writ of
Entry returnable on the Octave of St. Hilary.
Witnessed the sixth Day of January.
Pledges of Prosecuting, John Doe and
Richard*

Of Recoveries.

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* *Richard Roe.* Summoners, *John Denn* and
* *Richard Fenn.*

A. G, *Esq;* Sheriff.

Tenant in Person vouches
Edmund Wilson.

Vide antea, *fo.* *for other* Præcipes.

You then docket it on the Docket-Roll of that Term in the Prothonotary's Office, in the Manner you will see others docketed, as thus :

Entry *in le Post*, 2 Vouch. in Person.

Bedfordshire, Darire, in Person, }
Pyne, Gentleman, } Roll 26.
in Person. }

Then the Prothonotary will sign the Exemplification, and return you the same back with the *Præcipe*, but he keeps the Writs, and Rolls, * after which you are to get the Exemplification sealed, and deliver it to your Client.

* The Prothonotary keeps the Writs and Rolls in his Office for six or eight Terms, then takes Care to file the former with the *Custos Brevium*, and the Rolls he delivers to the Clerk of the Warrants, who puts them in Bundles into the Common Pleas Treasury at *Westminster*.

When

*Prothonotary
to see that
Writs, &c. be
returned, and
to file them.*

When the Prothonotaries examine and sign the Exemplification of Recoveries, they are to cause all the Writs, being sealed and duly returned, and all the Warrants of Attorney thereupon taken without Writ, to be left in their Hands to be filed, with the usual Fees for filing the same, without *Post Terminum*. *Mich. 29 Car. 2.*

*To see that the
Writ of Entry
be signed by
the Attorney
General.*

The Prothonotary, when he signs the Exemplification of a Common Recovery, is to see that the Writ of Entry be signed by the Attorney General; and if it be not, he is not to sign the Exemplification. *Pasc. 30 Car. 2. Pasc. 34 Car. 2.*

*Exemplifica-
tion not to be
sealed till sign-
ed.*

No Exemplification of any Common Recovery, or other Record, which ought to be examined and signed by the Prothonotary, shall be sealed before the same hath been signed by the Prothonotary. *Mich. 1654.*

No Exemplification (except Exemplifications of Fines and Common Recoveries of the present or next precedent Terms) shall be sealed before they be first signed and examined by the Clerk of the Treasury. *Same Rule.*

*Of suffering a Common Recovery where
the Tenant appears by Attorney.*

WHERE the Tenant cannot conveniently appear in Person, by reason of Sickness or Distance, he must make a Warrant of Attorney, and acknowledge the same either before the Chief Justice of the Court of Common Pleas, or the Justices of Assize where

where the Lands lie, or before Commissioners appointed by Writ of *Dedimus Potestatem*.

If the Tenant can attend a Judge to acknowledge the Warrant of Attorney, you draw up the *Præcipe* and Warrant of Attorney in Parchment in this Form :

Warwickshire, ‘ **C**ommand A. B. that just- *Præcipe and*
to wit. ‘ ly, &c. he render to *Warrant of*
‘ J. B. the Manor of O. with the Appurte- *Attorney for*
‘ nances, ten Messuages, and twenty Acres *the Tenant to*
‘ of Land, with the Appurtenances, in H. *be acknow-*
‘ which he claims, &c. *ledged before a*
Judge.

Suffolk, ‘ **A**. B. puts in his Place E. F. and
to wit. ‘ G. H. his Attornies, jointly
‘ and severally against J. B. to gain or lose in
‘ a Plea of Land.

Taken and acknowledged on the
— Day of — in the
thirteenth Year of the Reign
of King George the Second,
before

Note ; It is usual to make two Attornies jointly and severally, that if one die the other may proceed.

You must make a Copy of this on Paper to leave with the Judge. You attend with the Tenant on a Judge, who will take the Conusance, and sign it ; the Parchment, *Præcipe* and Warrant being signed, you bring away,

away, but leave the Paper Copy with the Judge's Clerk.

You then get the Recovery passed at Bar; bespeak the Writ of Entry, compound it, get it signed and returned, as before, and prepare the Writ of Seisin, Entry on the Roll, and Exemplification, &c.

If the Tenant cannot attend a Judge, to acknowledge the Warrant of Attorney, you must sue out a *Dedimus Potestatem* to take the Warrant of Attorney of the Tenant, in which Case you make a *Præcipe* for the Curfitor in this Manner :

Præcipe for a Dedimus Potestatem to take the Warrant of Attorney for the Tenant.

Præcipe for Dedimus Potestatem to take the Warrant of Attorney for a Tenant. Kent, to wit. ‘ **C**ommand William Spencer, Gent. that justly, &c. he render to Thomas Spencer, Gent. two Messuages, one Dovehouse, three Gardens, seventy Acres of Land, ten Acres of Meadow, and ten Acres of Pasture, with the Appurtenances, in the Parishes of Hem-bill, Boston under the Bleane, Feversham, and St. Paul, which he claims, &c.

Dedimus directed to { Sir William Man, Knt.
Sir Edw. Masters, Knt.
George Bingham,
Robert Beake,
John Jacob,
Thomas Marsh, } Gent.

One of the Commissioners should always be a Knight, but if you name four others, the Curfitors insert a Knight of Course, though he seldom attends the Conufance.

Then ingross the *Præcipe*, Warrant of Attorney and Caption, on Parchment; in the same Manner as where it is to be acknowledged before a Judge, and let the Tenant sign it; deliver the *Dedimus Poteftatem* and Warrant of Attorney to the Commissioners, and let the Tenant acknowledge the same before them, whereupon they will sign the Caption, and annex the Warrant of Attorney so acknowledged to the Writ of *Dedimus Poteftatem*, indorsing the Return on the Back of the *Dedimus*, and sign it, in this Form :

The Execution of this Commission appears in a certain Schedule to this Commission annexed.

G. H.
J. K.

When the *Dedimus Poteftatem* is returned, you cause them to be passed at Bar with your *Præcipe*, and then deliver them to the Curfitor of the County wherein the Lands lie to make out a Transcript and *Mittimus* upon them, and also the Writ of Entry; or you may get the Transcript and *Mittimus* made out before you pass them at Bar, and then pass them at Bar with the Transcript open and annexed, and then you proceed as in other Cases.

The Entry of a Recovery with single Voucher, where the Tenant appears by Attorney, on a Warrant acknowledged before a Judge.

Warwickshire, ' J. B. Gent. in his proper to wit.

' J. Person demandeth against A. B. Gent. the Manor of O. with the Appurtenances, and ten Messuages, and twenty Acres of Land, with the Appurtenances, in H. as his Right and Inheritance, and into which the said A. hath not Entry but after the Disseisin, which Hugh Hunt thereof unjustly and without Judgment hath made to the aforesaid J. within thirty Years, &c. And whereupon he saith, that he was seised of the Manor and Tenements aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

' And the aforesaid A. by C. F. his Attorney, cometh and defendeth his Right, when, &c. And thereupon further voucheth to Warranty Edmund Wilson, who is present here in Court in his proper Person, and freely warranteth to him the Manor and Tenements aforesaid, with the Appurtenances, &c. And hereupon the aforesaid J. demandeth against the said Edmund, Tenant by his own Warranty, the Manor and Tenements

ments aforesaid, with the Appurtenances, in
 Manner aforesaid, &c. And whereupon he
 says, that he was seised of the Manor and
 Tenements aforesaid, with the Appurte-
 nances, in his Demesne, as of Fee and
 Right, in Time of Peace, in the Time
 of our Lord the King that now is, by
 taking the Profits thereof to the Value, &c.
 and into which, &c. and thereupon he
 bringeth Suit, &c. And the aforesaid *Ed-*
mund, Tenant by his own Warranty, de-
 fendeth his Right, when, &c. and saith,
 that the aforesaid *Hugh Hunt* did not disseise
 the aforesaid *J.* of the Manor and Tene-
 ments aforesaid, with the Appurtenances,
 as the said *J.* by his Writ and Declara-
 tion aforesaid above doth suppose; and of
 this he putteth himself upon the Country,
 &c. And the aforesaid *J.* thereupon
 craveth Leave to imparl, and he hath it,
 &c. And afterwards the said *J.* cometh
 again here into Court in this same Term in
 his proper Person, and the aforesaid *Ed-*
mund, although solemnly * demanded, * Or called.
 cometh not again, but departed in Con-
 tempt of the Court, and maketh Default:
 Therefore it is considered, that the afore-
 said *J.* do recover his Seisin against the
 aforesaid *A.* of the Manor and Tene-
 ments aforesaid, with the Appurtenances,
 and that the said *A.* have of the Land
 of the aforesaid *Edmund* to the Value, &c.
 And the said *Edmund* in Mercy, &c. And
 hereupon the said *J.* prays the Writ of
 our Lord the King, to be directed to the
 X 2 Sheriff

Of Recoveries.

Vide fo. 257.
at the Note
mark'd †.

‘ Sheriff of the County aforesaid, to cause
 ‘ him to have full Seisin of the Manor and
 ‘ Tenements aforesaid, with the Appurte-
 ‘ nances, and it is granted to him, return-
 ‘ able here from the Day of the *Holy Trinity*
 ‘ in three Weeks, at which Day cometh
 ‘ here into Court the aforesaid *J.* in his
 ‘ proper Person, and the Sheriff, to wit,
 ‘ *M. T. Esq;* now returneth that he, by
 ‘ Virtue of the aforesaid Writ to him direct-
 ‘ ed, on the ——— Day of ——— last past,
 ‘ caused the said *J.* to have full Seisin of
 ‘ the Manor and Tenements aforesaid, with
 ‘ the Appurtenances, as by the said Writ
 ‘ he was commanded, &c.

Where the Warrant of Attorney is taken
 by *Dedimus Potestatem*, you enter the *Mittimus*
 and Transcript of the Writ of *Dedimus Pote-*
statem on the Plea-Roll, and then on the
 same Roll enter the Recovery.

Entry

OUR Lord the King sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of our said Lord the King of *Dedimus Potestatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, as also the Warrant of Attorney thereupon received, in these Words: * *George the Second*, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To his Justices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Potestatem*, directed to our trusty and well-beloved Sir *William Man*, Knt. and to our beloved *George Bingham* and *Robert Beake*, Gentlemen, for and concerning the receiving such Attorney or Attornies, jointly or severally, as *William Spencer*, Gent. would put or constitute in his Stead before the said Sir *William*, *George* and *Robert*, or two of them, to gain or lose against *Thomas Spencer*, Gent. in a Plea of Land upon our Writ of Entry upon *Disseisin in le Poss*, depending before you,

X 3

* between

Of Recoveries.

' between the aforesaid *Thomas Spencer* and
 ' *William Spencer*, of two Messuages, one
 ' Dovehouse, three Gardens, sixty Acres of
 ' Land, ten Acres of Meadow, and ten Acres
 ' of Pasture, with the Appurtenances, in the
 ' Parishes of *Hembill, Boston under the Bleane,*
 ' *Feversham*, and *St. Paul*, in the County of
 ' *Kent*, and the Return of our said Writ of
 ' *Dedimus Potestatem*, and also the Warrants
 ' of Attorney in that Behalf received, sent
 ' into our Chancery, and remaining on the
 ' Files of the same Chancery, we send to you
 ' inclosed in these Presents, commanding
 ' you, that the Tenors aforesaid being in-
 ' spected, you cause further to be done there-
 ' in, at the Prosecution of the said *Thomas*
 ' *Spencer*, what of Right and according to
 ' the Law and Custom of *England* shall be
 ' meet to be done. Witness Ourselves at *West-*
 ' *minster* the eleventh Day of *May* in the
 ' twelfth Year of our Reign. *Putland.*
 ' *George* the Second, by the Grace of God,
 ' of *Great Britain, France and Ireland* King,
 ' Defender of the Faith, &c. To his trusty
 ' and well-beloved Sir *William Man*, Knt.
 ' and to his beloved *George Bingham* and
 ' *Robert Beake*, Gentlemen, Greeting: Where-
 ' as our Writ of Entry upon Disseisin *in le*
 ' *Post*, dependeth before our Justices of the
 ' Bench, between *Thomas Spencer*, Gent. and
 ' *William Spencer*, Gent. of two Messuages,
 ' one Dovehouse, three Gardens, sixty Acres
 ' of Land, ten Acres of Meadow, and ten
 ' Acres of Pasture, with the Appurtenances,
 ' in the Parishes of *Hembill, Boston under the*
 ' *Bleane,*

' *Bleane, Feversham, and St. Paul, in the*
 ' *County of Kent; and the said William*
 ' *Spencer* being, as we are informed, so in-
 ' firm that he is not able, without great
 ' Danger of his Body, to travel to *Westmin-*
 ' *ster* at the Day in the said Writ contained,
 ' to do and act those Things which then and
 ' there would be expedient to be done in the
 ' same: We tendering the State of the said
 ' *William* in this Behalf, have given to you,
 ' or two of you, Power and Authority of
 ' receiving such Attorney or Attornies, joint-
 ' ly or severally, as the said *William* will put
 ' or constitute in their Stead, before you, or
 ' two of you, to gain or lose in the said Plea
 ' before our said Justices: And therefore we
 ' command you, or two of you, that going
 ' in Person to the said *William*, if he be not
 ' able conveniently to come to you, you re-
 ' ceive his Attorney or Attornies jointly or
 ' severally in Form aforesaid; and when you
 ' shall have received the said Attorney or
 ' Attornies, you distinctly and plainly, with-
 ' out delay, certify us in our Chancery of the
 ' Name or Names of such Attorney or At-
 ' tornies, under your Seals, or the Seals of
 ' two of you, sending back to us this Writ.
 ' Witness Ourself at *Westminster* the third
 ' Day of *May* in the twelfth Year of our
 ' Reign. *Putland.* By the Lord Chancellor
 ' of *Great Britain*, at the Instance of the
 ' Demandant. *Lawrence Carter.* The Exe-
 ' cution of this Writ appears in a Schedule
 ' hereunto annexed. *William Man, Robert*
 ' *Beake.* Received 6 s. 8 d. *S. Hetherington.*
 X 4 ' *Kent,*

Of Recoveries.

‘ Kent, to wit. *William Spencer*, Gent. puts
 ‘ in his Place *Richard Huggins* and *John*
 ‘ *Gleane* his Attornies, jointly and severally,
 ‘ against *Thomas Spencer*, Gent. to gain or lose
 ‘ in a Plea of Land. *William Spencer*. Taken
 ‘ and acknowledged the seventh Day of *May*
 ‘ in the twelfth Year of the Reign of King
 ‘ *George* the Second, at the City of *Canter-*
 ‘ *bury*, before us *William Man*, *Robert Beake*.

[Now in a large Hand at an Inch distance.]

‘ Kent, to wit. *Thomas Spencer*, Gent. in his
 ‘ proper Person demandeth against *William*
 ‘ *Spencer*, Gent. two Messuages, one Dove-
 ‘ house, three Gardens, sixty Acres of Land,
 ‘ ten Acres of Meadow, and ten Acres of Pa-
 ‘ sture, with the Appurtenances, in the Parishes
 ‘ of *Hembill*, *Bocton* under the *Bleane*, *Feversham*,
 ‘ and *St. Paul*, as his Right and Inheritance,
 ‘ and into which the said *William* has not En-
 ‘ try but after the Disseisin, which *Hugh Hunt*
 ‘ thereupon unjustly and without Judgment
 ‘ made to the said *Thomas* within thirty
 ‘ Years, &c. And whereupon he saith, that
 ‘ he was seised of the Tenements aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, in Time of Peace, in
 ‘ the Time of our Lord the King that now
 ‘ is, by taking the Profits thereof to the
 ‘ Value, &c. and into which, &c. and there-
 ‘ upon he bringeth Suit, &c.

‘ And the aforesaid *William* by *Richard*
 ‘ *Huggins* his Attorney cometh and defendeth
 ‘ his Right, when, &c. And thereupon
 ‘ voucheth

‘ voucheth to Warranty *Edmund Wilson*, who
 ‘ is present here in Court in his proper Per-
 ‘ son, and freely warranteth to him the Te-
 ‘ nements aforesaid, with the Appurtenances,
 ‘ &c. And hereupon the aforesaid *Thomas*
 ‘ demandeth against the said *Edmund*, Te-
 ‘ nant by his own Warranty, the Tenements
 ‘ aforesaid, with the Appurtenances, in Man-
 ‘ ner aforesaid, &c. And whereupon he saith,
 ‘ that he was seised of the Tenements aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, in Time of Peace,
 ‘ in the Time of our Lord the King that
 ‘ now is, by taking the Profits thereof to
 ‘ the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.

‘ And the aforesaid *Edmund* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. and says, that the aforesaid *Hugh* did
 ‘ not disseise the said *Thomas* of the Tene-
 ‘ ments aforesaid, with the Appurtenances, as
 ‘ the said *Thomas* by his Writ and Declaration
 ‘ aforesaid above doth suppose; and of this
 ‘ he putteth himself upon the Country, &c.

‘ And the aforesaid *Thomas* thereupon
 ‘ craveth Leave to imparl, and he hath it,
 ‘ &c. And afterward the said *Thomas* cometh
 ‘ again here into Court in this same Term
 ‘ in his proper Person, and the aforesaid *Ed-*
 ‘ *mund*, although solemnly called, cometh
 ‘ not again, but departed in Contempt of the
 ‘ Court, and maketh Default: Therefore it
 ‘ is considered, that the aforesaid *Thomas* do
 ‘ recover his Seisin against the said *William*
 ‘ of the Tenements aforesaid, with the Ap-
 ‘ purtenances,

Of Recoveries.

‘ purtenances, and that the said *William* have
 ‘ of the Land of the aforesaid *Edmund* to
 ‘ the Value, &c. And the said *Edmund* in
 ‘ Mercy, &c. And hereupon the aforesaid
 ‘ *Thomas* craves the Writ of our Lord the
 ‘ King, to be directed to the Sheriff of the
 ‘ County aforesaid, to cause him to have full
 ‘ Seisin of the Tenements aforesaid, with the
 ‘ Appurtenances, and it is granted to him,
 ‘ returnable here without delay, &c. After-
 ‘ ward, to wit, on the ——— Day of ———
 ‘ in this same Term, the aforesaid *Thomas*
 ‘ cometh here into Court in his proper Per-
 ‘ son, and the Sheriff, to wit, Sir *W. L.* Knt.
 ‘ now returneth that he, by Virtue of the
 ‘ said Writ to him directed, on the ———
 ‘ Day of ——— last past, caused the afore-
 ‘ said *Thomas* to have full Seisin of the Tene-
 ‘ ments aforesaid, with the Appurtenances,
 ‘ as by the said Writ he was commanded,
 ‘ &c.

*Of passing a Recovery with double Voucher
where the Tenant and Vouchee appear
by Attorney.*

IF the Tenant and Vouchee can attend a Judge to acknowledge the Warrants, you draw up the *Præcipe* and Warrants in Parchment, in this Form:

Dorsetshire, ‘ **C**ommand *A. B.* that justly, *Præcipe and*
to wit. ‘ *Et c.* he render to *C. D.* *Warrants of*
‘ three Messuages, and twenty Acres of Land, *Attorney for*
‘ with the Appurtenances, in *E.* which he *Tenant and*
‘ claims, *Et c.* *Vouchee to be*
acknowledged
before a Judge.

Dorsetshire, ‘ **A.** *B.* putteth in his Place
to wit ‘ *E. F.* and *G. H.* his At-
‘ tornies jointly and severally against *C. D.* of
‘ a Plea of Land, *Et c.*

Dorsetshire, ‘ **J.** *K.* whom *A. B.* voucheth
to wit. ‘ to Warranty putteth in
‘ his Place *L. M.* and *N. O.* his Attornies
‘ jointly and severally against *C. D.* of a
‘ Plea of Land, *Et c.*

Taken and acknowledged the ———
Day of ——— in the ——— Year
of the Reign of King George
the Second, before

Make a Copy of this on Paper, and go
along with the Tenant and Vouchee to the
Judge,

Judge, who will take their Conusance, and sign the Caption; the Parchment *Præcipe* and Warrants you have away with you, but the Judge's Clerk keeps the Paper Copy.

Then proceed to get the Writ of Entry made out by the Curfitor, and pass it through the several Offices, as before directed; then make out a Writ of Summons in the following Form:

Writ of Summons.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To the Sheriff of *Dorsetshire*, Greeting: Summon by good Summoners *J. K.* that he be before our Justices at *Westminster* * on the Morrow of the *Ascension* of our Lord, to warrant to *A. B.* three Messuages, and twenty Acres of Land, with the Appurtenances, in *E.* which *C. D.* in our Court before our Justices at *Westminster* claims as his Right against the said *A. B.* by our Writ of Entry *Sur Disseisin in le Post*: And whereupon the said *A. B.* in our said Court hath vouched the aforesaid *J. K.*

to

* There must be five Returns from the Return of the Writ of Entry to the Return of the Writ of Summons inclusive of both, reckoning the Return of the Writ of Entry and the Return of the Writ of Summons for two of the five Returns; as if the Writ of Entry be returnable from the Day of *Easter* in fifteen Days, the Writ of Summons must be returnable on the Morrow of the *Ascension* of our Lord; if the Writ of Entry be returnable from the Day of *Easter* in three Weeks, the Writ of Summons must be returnable on the Morrow of the *Holy Trinity*.

to be summoned in your County to warrant against the said C. and have you there the Summoners, and this Writ. Witness Sir *John Willes*, Knt. at *Westminster* * the — Day of — in the thirteenth Year of our Reign.

Thomson.

You get this Writ signed by the Prothonotary, and then sealed.

You also make out the Writ of Seisin, as before directed, *fo. 298*. For the Teste and Return whereof, *vide fo. 243, 244*. And leave the Writ of Summons and Seisin at the Return-Office to be returned, *vide fo. 81*.

In the mean Time you pass the Recovery at Bar, for which Purpose make out a *Præcipe* in Paper in the following Form.

* The Writ of Summons must bear Teste the fourth Day inclusive of both Days from the Return of the Writ of Entry, supposing the fourth Day to be *dies juridicus*, and a Day in Term.

Thomson

Thompson — Term in the — Year
of King George the Second.

Præcipe for Dorsetshire, ‘ *Command A. B. that justly,*
passing the Re- to wit. ‘ *Et c. he render to C. D.*
covery at Bar. ‘ *three Messuages, and twenty Acres of Land,*
‘ *with the Appurtenances, in E. which he*
‘ *claims, Et c.*

Tenant by E. F. his Attorney
vouches J. K. who by L. M.
his Attorney vouchers Ed-
mund Wilton.

This *Præcipe* you deliver to a Serjeant in Court, having the Warrant of Attorney acknowledged with you, the Serjeant will pass it at Bar. *Vide fo. 251, 252.*

Sometimes the Warrant of Attorney for the Tenant is acknowledged before a Judge, and the Warrant of Attorney for the Vouchee before Commissioners by *Dedimus Potestatem*, and sometimes the Warrants of Attorney for both Tenant and Vouchee are taken by Writ of *Dedimus Potestatem*.

For the taking the Warrant of Attorney for the Tenant, either before a Judge or before Commissioners, you have Instructions already, *fo. 302, 303.*

You must make out a *Præcipe* for a *Dedimus Potestatem* for the Warrant of Attorney for the Vouchee, as follows:

Norikumber-

Northumberland, ' **C**ommand A. E. that Præcipe for a
to wit. ' justly, &c. he ren- Dedimus Po-
der to J. C. two Messuages, two Gardens, testatem to
' two Acres of Land, two Acres of Meadow, take the War-
' and two Acres of Pasture, with the Appur- rant of At-
' tenances, in S. and also the Moiety of one torney of the
' Messuage, two Gardens, twenty Acres of Vouchee.
' Land, thirty Acres of Meadow, twenty
' Acres of Pasture, and fifty Acres of Furze
' and Heath, with the Appurtenances, in T.
' which he claims, &c.

Dedimus Poteft.	} directed to	Sir L. M. Knt.	} Gent.
for G. P. whom		N. O.	
A. E. vouches to		R. P.	
Warranty,		S. T.	
		R. S.	

Deliver this to the Curfitor of the County wherein the Lands lie, and he will make out the Writ.

You ingross on Parchment the Warrant of Attorney for the Vouchee thus:

Northumberland, ' **C**ommand A. E. that The Præcipe
to wit. ' justly, &c. he render and Warrant
' to J. C. two Messuages, two Gardens, two of Attorney.
' Acres of Land, two Acres of Meadow, and
' two Acres of Pasture, with the Appurte-
' nances, in S. and also the Moiety of one
' Messuage, two Gardens, twenty Acres of
' Land, thirty Acres of Meadow, twenty
' Acres of Pasture, and fifty Acres of Furze
' and

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‘ and Heath, with the Appurtenances, in T.
 ‘ which he claims, &c.

Northumberland, ‘ *G.* P. whom the said
 to wit. ‘ *A. E.* vouches to
 ‘ Warranty, puts in his Place — and —
 ‘ his Attornies jointly and severally against
 ‘ J. C. to gain or lose in a Plea of Land,
 ‘ &c.

Taken and acknowledged, &c.

The *Dedimus Poteftatem* being returned, and
 a *Mittimus* and Transcript thereof made by
 the Cursitor, as also a *Mittimus* and Tran-
 script made of the *Dedimus* for taking the
 Tenant's Warrant of Attorney, in Case it be
 taken by *Dedimus*, you pass the Recovery at
 Bar, as before directed.

The Entry of a Recovery with double Voucher, where the Tenant and Vouchee appear by Attorney, on Warrant acknowledged before a Judge.

Entry of Count against Tenant, and Award of Summons against Vouchee.

*Dorsetshire, ' C. D. in his proper Person Recovery with
to wit. ' C. demandeth against A. B. double Voucher,
' three Messuages, and twenty Acres of Land, where Tenant
' with the Appurtenances, in E. as his Right and Vouchee
' and Inheritance, and into which the said appear by At-
' A. B. has not Entry but after the Disseisin, tornies, on
' which Hugh Hunt thereof unjustly and Warrant ac-
' without Judgment made to the said C. knowledged be-
' within thirty Years, &c. And whereupon fore a Judge.
' he says, that he was seised of the Tene- The first Entry
' ments aforesaid, with the Appurtenances, or Summons-
' in his Demesne, as of Fee and Right, in Roll.
' Time of Peace, in the Time of our Lord
' the King that now is, by taking the Profits
' thereof to the Value, &c. and into which,
' &c. and thereupon he bringeth Suit, &c.
' And the aforesaid A. by E. F. his At-
' torney cometh and defendeth his Right,
' when, &c. And thereupon voucheth to
' Warranty J. K. summoned in the County
' aforesaid, let him have him here on the
' Oclave of St. Martin, by the Aid of the
' Court, &c. The same Day is given to the
' Parties aforesaid here, &c.*

Y

The

The second Entry.

The second Entry. Dorsetshire, ‘ *C. D.* in his proper Person
to wit. ‘ *C.* demandeth against *A. B.*

‘ three Messuages, and twenty Acres of Land,
‘ with the Appurtenances, in *E.* as his Right
‘ and Inheritance, and into which the said
‘ *A. B.* has not Entry but after the Disseisin,
‘ which *Hugh Hunt* thereupon unjustly and
‘ without Judgment made to the said *C.*
‘ within thirty Years, &c.

‘ And the aforesaid *A.* by *E. F.* his At-
‘ torney cometh and has heretofore vouched
‘ thereupon to Warranty *J. K.* who now by
‘ Summons made to him in the County a-
‘ foresaid, also cometh by *L. M.* his At-
‘ torney, and freely warranteth to him the
‘ Tenements aforesaid, with the Appurte-
‘ nances, &c. And hereupon the aforesaid
‘ *A.* demandeth against the said *J.* Tenant by
‘ his own Warranty, the Tenements aforesaid,
‘ with the Appurtenances, in Manner afore-
‘ said, &c. And whereupon he says, that
‘ he was seised of the Tenements aforesaid,
‘ with the Appurtenances, in his Demefne,
‘ as of Fee and Right, in Time of Peace,
‘ in the Time of our Lord the King that
‘ now is, by taking the Profits thereof to
‘ the Value, &c. and into which, &c. and
‘ thereupon he bringeth Suit, &c.

‘ And the aforesaid *J.* Tenant by his own
‘ Warranty defendeth his Right, when, &c.
‘ And thereupon further voucheth to War-
‘ ranty

‘ ranty *Edmund Wilson*, who is present here
 ‘ in Court in his proper Person, and freely
 ‘ warranteth to him the Tenements aforesaid,
 ‘ with the Appurtenances, &c. And here-
 ‘ upon the aforesaid *C.* demandeth against the
 ‘ said *Edmund*, Tenant by his own Warranty,
 ‘ the Tenements aforesaid; with the Appur-
 ‘ tenances, in Manner aforesaid, &c. And
 ‘ whereupon he says, that he was seised of
 ‘ the Tenements aforesaid, with the Appur-
 ‘ tenances, in his Demesne, as of Fee and
 ‘ Right, in Time of Peace, in the Time of
 ‘ our Lord the King that now is, by taking
 ‘ the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereupon he bringeth
 ‘ Suit, &c.

‘ And the aforesaid *Edmund* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. and saith, that the aforesaid *Hugh* did not
 ‘ disseise the said *C.* of the Tenements aforesaid,
 ‘ with the Appurtenances, as the said
 ‘ *C.* by his Writ and Declaration aforesaid
 ‘ above doth suppose; and of this he putteth
 ‘ himself upon the Country, &c.

‘ And the aforesaid *C.* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterwards the said *C.* cometh again here
 ‘ into Court in this same Term in his proper
 ‘ Person, and the aforesaid *Edmund*, although
 ‘ solemnly called, cometh not again, but de-
 ‘ parted in Contempt of the Court, and
 ‘ maketh Default: Therefore it is considered,
 ‘ that the aforesaid *C.* do recover his Seisin
 ‘ against the said *A.* of the Tenements aforesaid,
 ‘ with the Appurtenances, and that the

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* Or forth-
with.

‘ said *A.* have of the Land of the aforesaid
 ‘ *Y.* to the Value, &c. And that the said *Y.*
 ‘ have over of the Land of the said *Edmund*
 ‘ to the Value, &c. And the said *Edmund*
 ‘ in Mercy, &c. And hereupon the afore-
 ‘ said *C.* prays the Writ of the Lord the
 ‘ King, to be directed to the Sheriff of the
 ‘ County aforesaid, to cause full Seisin of
 ‘ the Tenements aforesaid, with the Appur-
 ‘ tenances, to be delivered to him, and it is
 ‘ granted to him, returnable here * without
 ‘ delay, &c. Afterwards, to wit, on the
 ‘ twenty-eighth Day of *November* in this
 ‘ same Term, the aforesaid *C.* cometh here
 ‘ into Court in his proper Person, and the
 ‘ Sheriff, namely, *A. L. Esq;* now returneth
 ‘ that he, by Virtue of the said Writ to him
 ‘ directed, on the twenty-fifth Day of *No-*
 ‘ *vember* last past, caused full Seisin of the
 ‘ Tenements aforesaid, with the Appurte-
 ‘ nances, to be delivered to the said *C.* as by
 ‘ the said Writ, he was commanded, &c.

Entry

Entry of a Recovery with double Voucher, where the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by Dedimus Potestatem.

Northumberland, to wit. ‘ *J.* C. in his proper *Recovery with double Voucher, the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by Dedimus Potestatem.*

‘ against *A. E.* two Messuages, two Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances, in *S.* and also the Moiety of one Messuage, of two Gardens, of twenty Acres of Land, of thirty Acres of Meadow, of twenty Acres of Pasture, and of fifty Acres of Furze and Heath, with the Appurtenances, in *T.* as his Right and Inheritance, and into which the said *A.* has not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the aforesaid *J.* within thirty Years, &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

‘ And the aforesaid *A.* by *F. G.* his Attorney cometh and defendeth his Right, when,

when, &c. And thereupon voucheth to
 Warranty G. P. summoned in the County
 aforesaid, let him have him here on the
 Morrow of the *Ascension* of our Lord, by
 the Aid of the Court, &c. The same
 Day is given to the Parties aforesaid here,
 &c.

Then on another Roll enter the *Mittimus*
 and Transcript thus, (*in a small Hand*).

*The second
 Entry.*

OUR Lord the King hath sent to his
 Justices of the Bench here his Writ
 of *Mittimus* closed, together with the Tenor
 of a certain Writ of our said Lord the
 King of *Dedimus Potestatem*, for receiving
 of a Warrant of Attorney and the Return
 of the same Writ, and also the Warrant
 of Attorney thereupon received, in these
 Words: *George* the Second, by the Grace
 of God, of *Great Britain, France and Ire-*
land King, Defender of the Faith, &c. To
 his Justices of the Bench, Greeting: The
 Tenors of our certain Writ of *Dedimus Po-*
testatem, directed to our trusty and well-
 beloved Sir L. M. Knt. and to our beloved
 S. T. and R. S. Gent. for and concerning
 the receiving such Attorney or Attornies,
 jointly or severally, as G. P. would put or
 constitute in their Stead before the said Sir
 L. S. and R. or two of them, to gain or
 lose against J. C. in a Plea of Land upon
 our Writ of Entry upon *Disseisin in le Poss*,
 depending before you between the said J.
 and A. E. of two Messuages, two Gardens,
 two

' two Acres of Land, two Acres of Meadow,
 ' and two Acres of Pasture, with the Appur-
 ' tenances, in S. and also the Moiety of one
 ' Messuage, two Gardens, twenty Acres of
 ' Land, thirty Acres of Meadow, twenty
 ' Acres of Pasture, and of fifty Acres of
 ' Furze and Heath, with the Appurtenances,
 ' in T. in the County of *Noribumberland*,
 ' which the said A. hath vouched the said G.
 ' to warrant to him the said Tenements and
 ' Moiety aforesaid, with the Appurtenances,
 ' and the Return of our said Writ of *Dedi-*
 ' *mus Potestatem*, and also the Warrant of At-
 ' torney in that Behalf received, sent into our
 ' Chancery, and remaining on the Files of
 ' the same Chancery, we send to you in-
 ' closed in these Presents, commanding you,
 ' that the Tenors aforesaid being inspected,
 ' you cause further to be done therein, at the
 ' Prosecution of the said *Edward*, what of
 ' Right and according to the Law and Cu-
 ' stom of *England* shall be meet to be done.
 ' Witness Ourself at *Westminster* the ———
 ' Day of ——— in the ——— Year of our
 ' Reign. King. *George* the Second, by the
 ' Grace of God, of *Great Britain, France* and
 ' *Ireland* King, Defender of the Faith, &c.
 ' To his trusty and well-beloved Sir *L. M.*
 ' Knt. and to his beloved *S. T.* and *R. S.*
 ' Gentlemen, Greeting: Whereas our Writ
 ' of Entry upon *Disseisin in le Post*, dependeth
 ' before our Justices of the Bench, between
 ' *J. C.* and *O. E.* of two Messuages, two
 ' Gardens, two Acres of Land, two Acres of
 ' Meadow, and two Acres of Pasture, with
 ' the

the Appurtenances, in S. and also of the
 Moiety of one Messuage, two Gardens,
 twenty Acres of Land, thirty Acres of
 Meadow, twenty Acres of Pasture, and of
 fifty Acres of Furze and Heath, with the
 Appurtenances, in T. in the County of
Northumberland; and the said A. appearing
 in our full Court before our said Justices,
 hath vouched G. P. to warrant to him the
 said Tenements and Moiety aforesaid, with
 the Appurtenances: Whereupon our Writ
 of Summons to Warranty hath issued forth
 against the said G. returnable before our
 said Justices from on the Morrow of the
Ascension of our Lord; and the said G.
 being, as we are informed, so infirm that
 he is not able, without great Danger of his
 Body, to travel to *Westminster* by the Day
 in our said Writ of Summons to War-
 ranty contained, to do and act those Things
 which then and there would be expedient
 to be done in the same: We tendering the
 State of the said G. in this Behalf, have
 given you, or two of you, Power and Au-
 thority of receiving such Attorney or At-
 tornies, jointly or severally, as the said G.
 will put or constitute in his Stead, before
 you, or two of you, to gain or lose in the
 said Plea before our said Justices: And
 therefore we command you, or two of you,
 that going in Person to the said G. if he be
 not able conveniently to come to you, you
 receive his Attorney or Attornies jointly or
 severally in Form aforesaid; and when you
 shall have received the said Attorney or At-
 tornies,

' tornies, you distinctly and plainly without
 ' delay certify us in our Chancery of the
 ' Name or Names of such Attorney or At-
 ' tornies, under your Seals, or the Seals of
 ' two of you, sending back to us this Writ.
 ' Witness Ourself at *Westminster* the ———
 ' Day of ——— in the ——— Year of our
 ' Reign. *King.* By the Lord High Chan-
 ' cellor of *Great Britain*, at the Instance of
 ' the Demandant. *H. C. E. Probyn.* The
 ' Execution of this Writ appears in a Sche-
 ' dule annexed. Received 6 s. 8 d. *S. Hether-*
 ' *ington. Northumberland, to wit, G. P.*
 ' whom the said *A. E.* voucheth to Warranty,
 ' putteth in his Place ——— and ——— to gain
 ' or lose in a Plea of Land. *G. P.* Taken
 ' and acknowledged the ——— Day of ———
 ' in the Year of our Lord ——— before us
 ' *S. T. R. S.*

[Then at the distance of an Inch on the same
 Roll go on thus in a large Hand.]

' Elsewhere, as it appears in this same
 ' Term on the ——— Roll, it thus contained :
 ' *Northumberland, to wit, J. C.* in his proper
 ' Person demandeth against *A. E.* two Mes-
 ' suages, two Gardens, two Acres of Land,
 ' two Acres of Meadow, and two Acres of
 ' Pasture, with the Appurtenances, in *S.* and
 ' also the Moiety of one Messuage, two Gar-
 ' dens, twenty Acres of Land, thirty Acres of
 ' Meadow, twenty Acres of Pasture, and fifty
 ' Acres of Furze and Heath, with the Appur-
 ' tenances, in *F.* as his Right and Inheritance,
 ' and

' and into which the said *A.* hath not Entry
 ' but after the Disseisin, which *Hugh Hunt*
 ' thereof unjustly and without Judgment made
 ' to the aforesaid *J.* within thirty Years, &c.
 ' And whereupon he says, that he was seised
 ' of the Tenements and Moiety aforesaid,
 ' with the Appurtenances, in his Demesne,
 ' as of Fee and Right, in Time of Peace,
 ' in the Time of our Lord the King that
 ' now is, by taking the Profits thereof to
 ' the Value, &c. and into which, &c. and
 ' thereupon he bringeth Suit, &c. And
 ' the aforesaid *A.* by *F. G.* his Attorney
 ' cometh and defendeth his Right, when,
 ' &c. And thereupon voucheth to War-
 ' ranty *G. P.* summoned in the County a-
 ' foresaid, let him have him here on the
 ' Morrow of the *Ascension* of our Lord, by
 ' the Aid of the Court, &c. The same
 ' Day is given to the Parties aforesaid here,
 ' &c. And now at this Day, to wit, on the
 ' Morrow of the *Ascension* of our Lord, here
 ' cometh as well the said *J.* in his proper
 ' Person, as the said *A.* by the said *F. G.*
 ' his Attorney; and the said *G.* being sum-
 ' moned, &c. likewise cometh by *R. G.* his
 ' Attorney, and freely warranteth to the said
 ' *A.* the Tenements and Moiety aforesaid,
 ' with the Appurtenances, &c. And here-
 ' upon the said *J.* demandeth against the said
 ' *G.* Tenant by own his Warranty, the Tene-
 ' ments and Moiety aforesaid, with the Ap-
 ' purtenances, in Manner aforesaid, &c. And
 ' whereupon he says, that he was seised of
 ' the Tenements and Moiety aforesaid, with
 ' the

the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid G. Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements and Moiety aforesaid, with the Appurtenances, &c. And hereupon the said J. demandeth against the said *Edmund*, Tenant by his own Warranty, the Tenements and Moiety aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the said *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and says, that the said *Hugh* did not disseise the said J. of the Tenements and Moiety aforesaid, with the Appurtenances, as the said J. by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the said J. thereupon craveth Leave to imparl, and he hath it, &c. And afterwards

' terwards the said *J.* cometh again here into
 ' Court in this same Term in his proper Per-
 ' son, and the said *Edmund*, although so-
 ' lemnly called, cometh not again, but de-
 ' parted in Contempt of the Court, and
 ' maketh Default: Therefore it is considered,
 ' that the said *J.* do recover his Seisin against
 ' the said *A.* of the Tenements and Moiety
 ' aforesaid, with the Appurtenances, and that
 ' the said *A.* have of the Land of the said
 ' *G.* to the Value, &c. And that the said *G.*
 ' have over of the Land of the said *Edmund*
 ' to the Value, &c. And the said *Edmund* in
 ' Mercy, &c. And hereupon the said *J.*
 ' prays a Writ of our Lord the King, to
 ' be directed to the Sheriff of the County
 ' aforesaid, to cause full Seisin of the Tene-
 ' ments and Moiety aforesaid, with the Ap-
 ' purtenances, to be delivered to him, and it
 ' is granted to him, returnable here on the
 ' *Octave* of the *Holy Trinity*, &c. at which
 ' Day the said *J.* cometh here in Court in
 ' his proper Person, and the Sheriff, to wit,
 ' *N. R.* Esq; now returneth that he, by
 ' Virtue of the said Writ to him directed, on
 ' the — Day of — last past, caused
 ' full Seisin of the Tenements and Moiety
 ' aforesaid, with the Appurtenances, to be
 ' delivered to the said *J.* as by the said Writ
 ' he was commanded, &c.

Entry

*Entry of Recovery with double Voucher, This Entry is
where the Tenant appears in Person, on a Roll of
and the Vouchee by Attorney, on a War- Trinity Term.
rant taken by Dedimus Potestatem.*

Yorkshire, ‘ *E.* G. Esq; in his proper Person Nota; Mi-
to wit. ‘ *E.* demandeth against C. B. chaelmas Term
‘ Gent. twenty Acres of Land, with the Ap- being now re-
‘ purtenances, in Carleton, as his Right and duced to four
‘ Inheritance, and into which the said C. hath Returns, if you
‘ not Entry but after the Disseisin, which would suffer a
‘ *Hugh Hunt* thereof unjustly and without Recovery in it,
‘ Judgment made to the said *E.* within thirty where the
‘ Years, &c. And whereupon he says, that Vouchee comes
‘ he was seised of the said Land, with the in by Summons,
‘ Appurtenances, in his Demesne, as of Fee the Writ of
‘ and Right, in Time of Peace, in the Time Entry must be
‘ of our Lord the King that now is, by returnable
‘ taking the Profits thereof to the Value, &c. some Return in
‘ and into which, &c. and thereupon he Trinity Term.
‘ bringeth Suit, &c. In this Prece-
dent I suppose
it to be return-
able the last
Return there-
of.

‘ And the said C. in his proper Person
‘ cometh and defendeth his Right, when,
‘ &c. and thereupon voucheth to Warranty
‘ C. K. Esq; and L. his Wife, summoned in
‘ the County aforesaid, let him have them
‘ here from the Day of *St. Martin* in fifteen
‘ Days, by the Aid of the Court, &c. The
‘ same Day is given to the said Parties here,
‘ &c. And hereupon the said C. putteth in
‘ his Place J. S. and L. R. his Attornies
‘ jointly and severally against the said *E.* to
‘ gain or lose in the Plea aforesaid, &c.

‘ OUR

*This Entry
must be on a
Roll of Mi-
chaelmas
Term.*

** Ingress the
Mittimus and
Transcript
verbatim.*

OUR Lord the King hath sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of the said Lord the King of *Dedimus Potestatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, and also the Warrant of Attorney thereupon received, in these Words:

* *George* the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To his Justices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Potestatem*, directed to our trusty and well-beloved Sir *W. J.* Knt. and to our beloved *D. P.* and *R. R.* Gentlemen, for and concerning the receiving such Attorney or Attornies, jointly or severally, as *C. K.* Esq; and *L.* his Wife would put or constitute in their Stead, before the said Sir *W. J.* D. and *R.* or two of them, to gain or lose against *E. G.* Esq; in a Plea of Land upon our Writ of Entry upon Disseisin *in le Post*, depending before you, between the said *E.* and *C. B.* Gent. of twenty Acres of Land, with the Appurtenances, in *Carleton* in the County of *York*, which said *C.* hath vouched the said *C.* and *L.* to warrant to him the said Land, with the Appurtenances, and the Return of our said Writ of *Dedimus Potestatem*, and also the Warrant of Attorney in that Behalf received, sent into our Chancery, and remaining on the Files of the same Chancery, we send to you inclosed in these Presents,

com-

commanding you, that the Tenors afore-
 said being inspected, you cause further to
 be done therein, at the Prosecution of the
 said *E.* what of Right and according to
 the Law and Custom of *England* shall be
 meet to be done. Witness Ourself at *West-*
minster the twenty-second Day of *November*
 in the fourteenth Year of our Reign. King.
George the Second, by the Grace of God,
 of *Great Britain, France* and *Ireland* King,
 Defender of the Faith, &c. To his trusty
 and well-beloved Sir *W. J.* Knt. and to
 his beloved *D. P.* and *R. R.* Gentlemen,
 Greeting: Whereas our Writ of Entry upon
 Disseisin in *le Poſt*, dependeth before our
 Justices of the Bench, between *E. G.* Esq;
 and *C. B.* Gentlemen, of twenty Acres of
 Land, with the Appurtenances, in *Carleton*
 in the County of *York*, and the said *C.* ap-
 pearing in our full Court before our said
 Justices hath vouched *C. K.* Esq; and *L.*
 his Wife to warrant to him the said Land,
 with the Appurtenances, whereupon our
 Writ of Summons to Warranty hath issued
 forth against the said *C.* and *L.* returnable
 before our said Justices from the Day of *St.*
Martin in fifteen Days; and the said *C.*
 and *L.* being, as we are informed, so in-
 firm, that they are not able, without great
 Danger of their Bodies, to travel to *West-*
minster by the Day in our said Writ of Sum-
 mons to Warranty contained, to do and
 act those Things which then and there
 would be expedient to be done in the
 same: We tendering the State of the said
 C.

Of Recoveries.

‘ C. and L. in this Behalf, have given you,
 ‘ or two of you, Power and Authority of
 ‘ receiving such Attorney or Attornies, joint-
 ‘ ly or severally, as the said C. and L. will
 ‘ put or constitute in their Stead, before you,
 ‘ or two of you, to gain or lose in the said
 ‘ Plea before our said Justices: And therefore
 ‘ we command you, or two of you, that
 ‘ going in Person to the said C. and L. if
 ‘ they be not able conveniently to come to
 ‘ you, you receive their Attorney or At-
 ‘ tornies jointly or severally in Form afore-
 ‘ said; and when you shall have received the
 ‘ said Attorney or Attornies, you distinctly
 ‘ and plainly, without delay, certify us in
 ‘ our Chancery of the Name or Names of
 ‘ such Attorney or Attornies, under your
 ‘ Seals, or the Seals of two of you, sending
 ‘ back to us this Writ. Witness Ourself at
 ‘ *Westminster* the thirty-first Day of *October*
 ‘ in the fourteenth Year of our Reign. *King.*
 ‘ By the Lord Chancellor of *Great Britain*,
 ‘ at the Instance of the Demandant. *H. C.*
 ‘ *J. Willes.* The Execution of this Writ
 ‘ appears in a Schedule hereunto annexed.
 ‘ *Daniel Powell, Robert Richardson.* Received
 ‘ 6 s. 8 d. *S. Hetherington. Yorkshire, to*
 ‘ *wit. C. K. Esq; and L. his Wife, whom*
 ‘ the said C. voucheth to Warranty, put in
 ‘ their Place *J. W. and E. B. their Attor-*
 ‘ *nies, jointly or severally, to gain or lose*
 ‘ *against E. G. Esq; in a Plea of Land.*
 ‘ *C. K. L. K. Taken and acknowledged the*
 ‘ *twentieth Day of November in the Year of*
 ‘ *our Lord One Thousand seven Hundred*
 ‘ *and forty, before us D. P. R. R.*

‘ Hereto-

' Elsewhere, as it appears in the Term of *To be entered*
 ' the *Holy Trinity* last past, upon the five *on the same*
 ' Hundredth and fifty-eighth Roll it is thus *Roll of Mi-*
 ' contained: *Yorkshire, to wit, E. G. Esq; in Term.*
 ' his proper Person demandeth against C. B.
 ' Gent. twenty Acres of Land, with the Ap-
 ' purtenances, in *Carleton*, as his Right and
 ' Inheritance, and into which the said C. hath
 ' not Entry but after the Disseisin, which *Hugh*
 ' *Hunt* thereof unjustly and without Judgment
 ' hath made to the said E. within thirty Years,
 ' &c. And whereupon he saith, that he was
 ' seised of the said Land, with the Appur-
 ' tenances, in his Demesne, as of Fee and
 ' Right, in Time of Peace, in the Time of
 ' our Lord the King that now is, by taking
 ' the Profits thereof to the Value, &c. and
 ' into which, &c. and thereupon he bringeth
 ' Suit, &c.

' And the said C. in his proper Person
 ' cometh and defendeth his Right, when,
 ' &c. And thereupon voucheth to Warranty
 ' C. K. Esq; and L. his Wife, summoned in
 ' the County aforesaid, let him have them
 ' here from the Day of *St. Martin* in fifteen
 ' Days, by the Aid of the Court, &c. The
 ' same Day is given to the said Parties here,
 ' &c. And hereupon the said C. putteth in his
 ' Place J. S. and L. R. his Attornies jointly
 ' and severally against the said E. to gain or
 ' lose in the Plea aforesaid, &c. At which
 ' Day here cometh as well the said E. in his
 ' proper Person, as the said C. by the said
 ' L. R. his Attorney; and the said C. K. and

Of Recoveries.

‘ *L.* being summoned, &c. likewise come by
 ‘ *E. B.* their Attorney, and freely warrant to
 ‘ the said *C.* the aforesaid Land, with the
 ‘ Appurtenances, &c. And hereupon the said
 ‘ *E.* demandeth against the said *C. K.* and *L.*
 ‘ Tenants by their own Warranty, the said
 ‘ Land, with the Appurtenances, in Manner
 ‘ aforesaid, &c. And whereupon he says, that
 ‘ he was seised of the said Land, with the
 ‘ Appurtenances, in his Demesne, as of Fee
 ‘ and Right, in Time of Peace, in the Time
 ‘ of our Lord the King that now is, by
 ‘ taking the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereupon he
 ‘ bringeth Suit, &c.

‘ And the aforesaid *C. K.* and *L.* Tenants
 ‘ by their own Warranty defend their Right,
 ‘ when, &c. And thereupon further vouch to
 ‘ Warranty *Edmund Wilson*, who is present
 ‘ here in Court in his proper Person, and
 ‘ freely warranteth to them the aforesaid
 ‘ Land, with the Appurtenances, &c. And
 ‘ hereupon the said *E. G.* demandeth against
 ‘ the said *Edmund*, Tenant by his own War-
 ‘ ranty, the Land aforesaid, with the Appur-
 ‘ tenances, in Manner aforesaid, &c. And
 ‘ whereupon he saith, that he was seised of
 ‘ the said Land, with the Appurtenances, in
 ‘ his Demesne, as of Fee and Right, in Time
 ‘ of Peace, in the Time of our Lord the
 ‘ King that now is, by taking the Profits
 ‘ thereof to the Value, &c. and into which,
 ‘ &c. and thereupon he bringeth Suit, &c.

‘ And the said *Edmund* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. and says, that the said *Hugh* did not
 ‘ disseise

‘ disseise the said *E. G.* of the aforesaid Land,
 ‘ with the Appurtenances, as the said *E.* by
 ‘ his Writ and Declaration above doth sup-
 ‘ pose; and of this he putteth himself upon
 ‘ the Country, &c.

‘ And the said *E. G.* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterward the said *E.* cometh again here
 ‘ into Court in this same Term in his proper
 ‘ Person, and the said *Edmund*, although
 ‘ solemnly called, cometh not again, but de-
 ‘ parted in Contempt of the Court, and
 ‘ maketh Default: Therefore it is considered,
 ‘ that the said *E. G.* do recover his Seisin a-
 ‘ gainst the said *C. B.* of the Land aforesaid,
 ‘ with the Appurtenances, and that the said
 ‘ *C. B.* have of the Land of the said *C. K.*
 ‘ and *L.* to the Value, &c. And further, that
 ‘ the said *C. K.* and *L.* have over of the
 ‘ Land of the said *Edmund* to the Value, &c.
 ‘ And the said *Edmund* in Mercy, &c. And
 ‘ hereupon the said *E. G.* prays the Writ of
 ‘ our Lord the King, to be directed to the
 ‘ Sheriff of the County aforesaid, to cause
 ‘ full Seisin of the said Land, with the Ap-
 ‘ purtenances, to be delivered to him, and it
 ‘ is granted to him, returnable here on the
 ‘ Octave of *St. Hilary*, &c. at which Day the
 ‘ said *E. G.* cometh here into Court in his
 ‘ proper Person, and the Sheriff, to wit, Sir
 ‘ *Lionel Pilkington*, Bart. now returneth that
 ‘ he, by Virtue of the said Writ to him di-
 ‘ rected,

Z 2

* *Note*; Whenever two or more Parties to a Recovery have the same Christian Name, you must add their Surnames to distinguish them, otherwise the Christian Name is only written after the first Time.

‘ rected, on the sixth Day of *December* last
 ‘ past, caused full Seisin of the said Land,
 ‘ with the Appurtenances, to be delivered to
 ‘ the said *E. G.* as by the said Writ he was
 ‘ commanded, &c.

The Writ of Entry in this Recovery is supposed to be returnable from the Day of the Holy Trinity in 15 Days.

This Entry therefore must be upon a Roll of Trinity Term.

Recovery by double Voucher, where both Tenant and Vouches appear by Attorney, on Warrant taken by Dedimus Potestatem.

Enter the Mittimus and Transcript of the Dedimus Potestatem for taking the Tenant's Warrant of Attorney on the Roll verbatim.

Entry of a Recovery by double Voucher, where Tenant and Vouches appear by Attorney, on Warrant taken by Dedimus Potestatem. [Begin in a small Hand, and enter the Mittimus and Transcript of the Dedimus Potestatem for receiving the Attorney of the Tenant in the following Manner.]

OUR Lord the King hath sent to his Justices of the Bench here his Writ of Mittimus closed, together with the Tenor of a certain Writ of our said Lord the King of *Dedimus Potestatem*, for receiving of a Warrant of Attorney and the Return of the same Writ, and also the Warrant of Attorney thereupon received, in these Words: *George* the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To his Justices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Potestatem*, directed to our trusty and well-beloved Sir *A. B.* Knt. and to our beloved *C. D.* and *E. F.* Gent. for and concerning the receiving such Attorney or Attornies, jointly or severally, as *R. R.* Esq; would put or constitute in their Stead before the
 ‘ said

' said Sir *A. C.* and *E.* or two of them, to
 ' gain or lose against *R. F.* Esq; in a Plea
 ' of Land upon our Writ of Entry upon
 ' Disseisin *in le Post*, depending before you,
 ' between the said *R. F.* and the said *R. R.*
 ' of six Messuages, six Gardens, twenty Acres
 ' of Meadow, sixty Acres of Pasture, Com-
 ' mon of Pasture for all Cattle, and Common
 ' of Turbary, with the Appurtenances, in
 ' *M. C. E. D.* and *O.* in the County of
 ' *Northampton*, and the Return of our said
 ' Writ of *Dedimus Potestatem*, and also the
 ' Warrant of Attorney in that Behalf re-
 ' ceived, sent into our Chancery, and re-
 ' maining on the Files of the same Chancery,
 ' we send to you inclosed in these Presents,
 ' commanding that the Tenors aforesaid be-
 ' ing inspected, you cause further to be done
 ' therein, at the Prosecution of the said *R. R.*
 ' which of Right and according to the Law
 ' and Custom of *England* shall be meet to be
 ' done. Witness Ourselves at *Westminster* the
 ' — Day of — in the — Year of our
 ' Reign. Putland. *George* the Second, by
 ' the Grace of God, of *Great Britain, France*
 ' and *Ireland* King, Defender of the Faith,
 ' &c. To his trusty and well-beloved Sir *A. B.*
 ' Knt. and to his beloved *C. D.* and *E. F.*
 ' Gentlemen, Greeting: Whereas our Writ
 ' of Entry upon Disseisin *in le Post*, depending
 ' before our Justices of the Bench, between
 ' *R. F.* Esq; and *R. R.* Esq; of six Messuages,
 ' six Gardens, twenty Acres of Meadow, sixty
 ' Acres of Pasture, Common of Pasture for
 ' all Cattle, and Common of Turbary, with
 ' the Appurtenances, in *M. C. E. D.* and
 ' *O.*

Of Recoveries.

‘ O. in the County of *Northampton*; and
 ‘ the said *R. R.* being, as we are informed,
 ‘ so infirm that he is not able, without the
 ‘ greatest Danger of his Body, to travel to
 ‘ *Westminster* at the Day in the said Writ
 ‘ contained, to do and act those Things
 ‘ which then and there would be expedient
 ‘ to be done in the same: We tendering the
 ‘ State of the said *R. R.* in this Behalf, have
 ‘ given to you, or two of you, Power and
 ‘ Authority of receiving such Attorney or
 ‘ Attornies, jointly or severally, as the said
 ‘ *R. R.* will put or constitute in his Stead,
 ‘ before you, or two of you, to gain or lose
 ‘ in the said Plea before our said Justices:
 ‘ And therefore we command you, or two of
 ‘ you, that going in Person to the said *R. R.*
 ‘ if he be not able conveniently to come to
 ‘ you, you receive his Attorney or Attornies
 ‘ jointly or severally in Form aforesaid; and
 ‘ when you shall have received the said At-
 ‘ torney or Attornies, you distinctly and
 ‘ plainly without delay certify us in our
 ‘ Chancery of the Name or Names of such
 ‘ Attorney or Attornies, under your Seals,
 ‘ or the Seals of two of you, sending back
 ‘ to us this Writ. Witness Ourselves at *West-*
 ‘ *minster* the ——— Day of ——— in the
 ‘ ——— Year of our Reign. *Putland.* By
 ‘ the Lord High Chancellor of *Great Britain*,
 ‘ at the Instance of the Demandant. *Thomas*
 ‘ *Parker.* The Execution of this Commission
 ‘ appears in a Schedule hereunto annexed.
 ‘ *C. D. E. F.* Received 6 s. 8 d. *S. Hetber-*
 ‘ *ington.* *Northamptonshire, to wit, R. R.*
 ‘ Esq;

‘ Esq; putteth in his Place *Thomas Hunt* and
 ‘ *William Wilde* jointly and severally to gain
 ‘ or lose against *R. F.* Esq; in a Plea of
 ‘ Land, &c. *R. R.* Taken and acknowledged
 ‘ the — Day of — in the — Year of
 ‘ the Reign of King *George* the Second, be-
 ‘ fore *C. D.* and *E. F.*

[*Then at the distance of an Inch in a large
 Hand make the Entry of the Count and
 Voucher on the same Roll of Trinity Term in
 the following Manner.*]

‘ *Northamptonshire, to wit, R. F.* Esq; in
 ‘ his proper Person demandeth against *R. R.*
 ‘ Esq; six Messuages, six Gardens, twenty
 ‘ Acres of Meadow, sixty Acres of Pasture,
 ‘ Common of Pasture for all Cattle, and
 ‘ Common of Turbary, with the Appurte-
 ‘ nances, in *M. C. E. D.* and *O.* as his
 ‘ Right and Inheritance, and into which the
 ‘ said *R. R.* hath not Entry but after the
 ‘ Disseisin, which *Hugh Hunt* thereof un-
 ‘ justly and without Judgment made to the
 ‘ said *R. F.* within thirty Years, &c. And
 ‘ whereupon he says, that he was seised of
 ‘ the Tenements and Commons aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, in Time of Peace,
 ‘ in the Time of our Lord the King that
 ‘ now is, by taking the Profits thereof to
 ‘ the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.

‘ And the aforesaid *R. R.* by *Thomas Hunt*
 ‘ his Attorney cometh and defendeth his
 ‘ Right, when, &c. And thereupon voucheth

Of Recoveries.

‘ to Warranty T. S. Esq; and A. his Wife,
 ‘ summoned in the County aforesaid, let him
 ‘ have them here on the *Octave* of *St. Martin*,
 ‘ by the Aid of the Court, &c. The same
 ‘ Day is given to the Parties aforesaid here,
 ‘ &c.

[Then on another Roll of Michaelmas Term
 in a small ingrossing Hand enter the *Mittimus*
 and Transcript of the *Dedimus Pote-*
statem for the receiving the Attorney of the
Vouchee as follows.]

The second
 Entry.

Enter the
Mittimus and
 Transcript of
 the *Dedimus*
Potestatem,
 &c. for the
Vouchee ver-
 batim.

‘ OUR Lord the King hath sent to his
 ‘ Justices of the Bench here his Writ
 ‘ of *Mittimus* closed, together with the Te-
 ‘ nor of a certain Writ of the said Lord the
 ‘ King of *Dedimus Potestatem*, for receiving of
 ‘ a Warrant of Attorney, and the Return of
 ‘ the same Writ, and also the Warrant of At-
 ‘ torney thereupon received, in these Words:
 ‘ George the Second, by the Grace of God,
 ‘ of Great Britain, France and Ireland King,
 ‘ Defender of the Faith, &c. To his Justices
 ‘ of the Bench, Greeting: The Tenors of
 ‘ our certain Writ of *Dedimus Potestatem*, di-
 ‘ rected to our trusty and well-beloved Sir
 ‘ A. B. Knt. and to our beloved C. D. and
 ‘ E. F. Gentlemen, for and concerning the
 ‘ receiving such Attorney or Attornies, jointly
 ‘ or severally, as T. S. Esq; and A. his Wife
 ‘ would put or constitute in their Stead, be-
 ‘ fore the said Sir A. B. C. and D. or two
 ‘ of them, to gain or lose against R. F. Esq;
 ‘ in a Plea of Land upon our Writ of Entry
 ‘ upon Disseisin *in le Post*, depending before
 ‘ you,

you, between the aforesaid *R. F.* and *R. R.*
 Esq; of six Messuages, six Gardens, twenty
 Acres of Meadow; sixty Acres of Pasture,
 Common of Pasture for all Cattle, and Com-
 mon of Turbary, with the Appurtenances, in
M. C. E. D. and *O.* in the County of *North-*
ampton, which said *R. R.* hath vouched the
 said *T. S.* and *A.* to warrant to him the Te-
 nements and Commons aforesaid, with the
 Appurtenances, and the Return of the said
 Writ of *Dedimus Potestatem*, and also the
 Warrant of Attorney in that Behalf received,
 sent into our Chancery, and in our said
 Chancery remaining, on the Files of the
 same Chancery, we send to you inclosed in
 these Presents, commanding you, that the
 Tenors aforesaid being inspected, you cause
 further to be done therein, at the Prosecu-
 tion of the said *R. F.* what of Right and
 according to the Law and Custom of
England shall be meet to be done. Witness
 Ourself at *Westminster* the — Day of —
 in the — Year of our Reign. *Putland.*
George the Second, by the Grace of God,
 of *Great Britain, France* and *Ireland* King,
 Defender of the Faith, &c. To his trusty
 and well-beloved Sir *A. B.* Knt. and to
 his beloved *C. D.* and *E. F.* Gentlemen,
 Greeting: Whereas our Writ of Entry upon
 Disseisin *in le Poss.* is depending before our
 Justices of the Bench, between *R. F.* Esq;
 and *R. R.* Esq; of six Messuages, six Gar-
 dens, twenty Acres of Meadow, sixty Acres
 of Pasture, Common of Pasture for all
 Cattle, and Common of Turbary, with the
 Appur-

Of Recoveries.

Appurtenances, in *M. C. E. D.* and *O.* in
 the County of *Northampton*, and the afore-
 said *R. R.* appearing in our full Court be-
 fore our said Justices hath vouched *T. S.*
 and *A.* his Wife to warrant to him the
 Tenements and Commons aforesaid, with
 the Appurtenances, whereupon our Writ of
 Summons to Warranty hath issued against
 the said *T. S.* and *A.* his Wife, returnable
 before our said Justices on the *Ostave* of *St.*
Martin; and the said *T. S.* and *A.* being,
 as we are informed, so infirm, that they
 are not able, without great Danger of their
 Bodies, to travel to *Westminster* by the Day
 in the said Writ of Summons to Warranty
 contained, to do and act those Things
 which then and there would be expedient
 to be done in the same: We tendering the
 State of the said *T. S.* and *A.* in this Be-
 half, have given you, or two of you, Power
 and full Authority of receiving such At-
 torney or Attornies, jointly or severally, as
 the said *T. S.* and *A.* will put in or con-
 stitute in their Stead, before you, or two
 of you, to gain or lose in the said Plea
 before our said Justices: And therefore we
 command you, or two of you, that going
 in Person to the said *T. S.* and *A.* if they
 be not able conveniently to come to you,
 you receive their Attorney or Attornies
 jointly or severally in Form aforesaid; and
 when you shall have received the said At-
 torney or Attornies, you distinctly and
 plainly, without delay, certify us in our
 Chancery of the Name or Names of such

Attorney

' Attorney or Attornies, under your Seals,
 ' or the Seals of two of you, sending back
 ' to us this Writ. Witness Ourself at *West-*
 ' *minster* the ——— Day of ——— in the
 ' ——— Year of our Reign. *Putland.* By
 ' the Lord High Chancellor of *Great Britain*,
 ' at the Instance of the Demandant. *H. Page.*
 ' The Execucion of this Writ appears in a
 ' Schedule hereunto annexed. *C. D. E. F.*
 ' Received ——— *S. Hetberington.* *North-*
 ' *amptonshire*, to wit, *T. S.* and *A.* his Wife,
 ' whom *R. R.* Esq; voucheth to Warranty,
 ' put in their Place *Robert Guy* and *P. C.*
 ' their Attornies, jointly or severally, to
 ' gain or lose against *R. F.* Esq; in a Plea
 ' of Land. *T. S. A. S.* Taken and ac-
 ' knowledged the ——— Day of ——— in
 ' ——— Year of the Reign of King *George*
 ' the Second, before *C. D. E. F.*

[Then at the distance of an Inch in a large Hand
 enter the Recovery in the following Manner
 on the same Roll of Michaelmas Term.]

' *Northamptonshire*, to wit, *R. F.* Esq; in
 ' his proper Person demandeth against *R. R.*
 ' Esq; six Messuages, six Gardens, twenty
 ' Acres of Meadow, sixty Acres of Pasture,
 ' Common of Pasture for all Cattle, and
 ' Common of Turbary, with the Appurte-
 ' nances, in *M. C. E. D.* and *O.* as his Right
 ' and Inheritance, and into which the said
 ' *R. R.* hath not Entry but after the Dissei-
 ' sin, which *Hugh Hunt* thereof unjustly and
 ' without Judgment made to the said *R. F.*
 ' within thirty Years, &c.

' And

Of Recoveries.

‘ And the aforesaid *R. R.* by *Thomas Hunt*
 ‘ his Attorney cometh, and having heretofore
 ‘ vouched thereupon to Warranty *T. S.* and
 ‘ *A.* his Wife, who now by Summons made
 ‘ to them in the County aforesaid, by *Robert*
 ‘ *Guy* their Attorney, also come and freely
 ‘ warrant to the said *R. R.* the Tenements
 ‘ and Commons aforesaid, with the Appurte-
 ‘ nances, &c. And hereupon the aforesaid
 ‘ *R. F.* demandeth against the said *T. S.* and
 ‘ *A.* Tenants by their own Warranty, the
 ‘ Tenements and Commons aforesaid, with the
 ‘ Appurtenances, in Manner aforesaid, &c.
 ‘ And whereupon he says, that he was seised
 ‘ of the Tenements and Commons aforesaid,
 ‘ with the Appurtenances, in his Demefne,
 ‘ as of Fee and Right, in Time of Peace,
 ‘ in the Time of our Lord the King that
 ‘ now is, by taking the Profits thereof to
 ‘ the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.

‘ And the aforesaid *T. S.* and *A.* Tenants
 ‘ by their own Warranty defend their Right,
 ‘ when, &c. And thereupon further vouch
 ‘ to Warranty *Edmund Wilson*, who is present
 ‘ here in Court in his proper Person, and
 ‘ freely warranteth to them the Tenements
 ‘ and Commons aforesaid, with the Appur-
 ‘ tenances, &c. And hereupon the aforesaid
 ‘ *R. F.* demandeth against the said *Edmund*,
 ‘ Tenant by his own Warranty, the Tene-
 ‘ ments and Commons aforesaid, with the Ap-
 ‘ purtenances, in Manner aforesaid, &c. And
 ‘ whereupon he says, that he was seised of
 ‘ the Tenements and Commons aforesaid, with
 ‘ the

the Appurtenances, in his Demefne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforefaid *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and faith, that the aforefaid *Hugh* did not diffeife the faid *R. F.* of the Tenements and Commons aforefaid, with the Appurtenances, as the aforefaid *R. F.* by his Writ and Declaration aforefaid above doth fuppofe; and of this he putteth himfelf upon the Country, &c.

And the aforefaid *R. F.* thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the faid *R. F.* cometh again here into Court in this fame Term in his proper Perfon, and the aforefaid *Edmund*, although folemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is confidered, that the aforefaid *R. F.* do recover his Seifin againft the faid *R. R.* of the Tenements and Commons aforefaid, with the Appurtenances, and that the faid *R. R.* have of the Land of the aforefaid *T. S.* and *A.* to the Value, &c. And that the faid *T. S.* and *A.* have over of the Land of the aforefaid *Edmund* to the Value, &c. And the faid *Edmund* in Mercy, &c. And hereupon the aforefaid *R. F.* prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforefaid, to caufe full Seifin of
the

Of Recoveries.

‘ the Tenements and Commons aforesaid,
 ‘ with the Appurtenances, to be delivered to
 ‘ him, and it is granted to him, returnable
 ‘ here without delay, &c. Afterwards, to
 ‘ wit, on the * twenty-eighth Day of No-
 ‘ vember in this same Term, the aforesaid
 ‘ R. F. cometh here into Court in his proper
 ‘ Person, and the Sheriff, namely, J. P. Esq;
 ‘ now returneth that he, by Virtue of the
 ‘ aforesaid Writ to him directed, on the
 ‘ twenty-fifth Day of *November* last past,
 ‘ caused full Seisin of the Tenements and
 ‘ Commons aforesaid, with the Appurte-
 ‘ nances, to be delivered to the said R. F. as
 ‘ by the said Writ he was commanded, &c.

* The last Day of the Term.

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I N D E X.

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F I N I S.

E. J. M.

E R R A T U M.

Page 179 Line 10. for *Remainder* read *Render*.